

As filed with the Securities and Exchange Commission on March 4, 2026

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES
EXCHANGE ACT OF 1934

OR

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT
OF 1934

For the fiscal year ended December 31, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE
ACT OF 1934

OR

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

Commission File Number: 1-14728

LATAM Airlines Group S.A.
(Exact name of registrant as specified in its charter)

LATAM Airlines Group S.A.

(Translation of registrant's name into English)

Republic of Chile

(Jurisdiction of incorporation or organization)

Presidente Riesco 5711, 20th Floor
Las Condes
Santiago, Chile
(Address of principal executive offices)

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Las Condes
Santiago, Chile

(Name, telephone, e-mail and/or facsimile number and address of company contact person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading	Name of each exchange on which registered:
	Symbol	
American Depositary Shares (as evidenced by American Depositary Receipts), each representing 2,000 shares of Common Stock, without par value	"LTM"	New York Stock Exchange
Common Stock, without par value*	"LTM"	Santiago Stock Exchange

* Not for trading, but only in connection with the listing of the American depositary shares on the New York Stock Exchange. Each ADS represents the right to receive 2,000 shares of common stock, without par value, and the ADSs are registered under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form F-6 (File No. 333-280864). Accordingly, the ADSs are exempt from the operation of Section 12(a) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 12a-8.

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 574,215,983,709.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of large accelerated filer, "accelerated filer," and emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer ☒

Accelerated filer ☐

Non-Accelerated filer ☐

Emerging Growth Company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐

International Financial Reporting Standards as issued by the International Other ☐

Accounting Standards Board ☒

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes ☒ No ☐

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PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Throughout this annual report on Form 20-F, we make numerous references to “LATAM.” Unless the context indicates otherwise, references to the “Company,” LATAM and “LATAM Airlines Group” pertain to LATAM Airlines Group S.A., the unconsolidated operating entity, and references to “LATAM group,” “we,” “us,” “our,” or the “group” refer to LATAM Airlines Group S.A. and its consolidated affiliates, including: Transporte Aéreo S.A. (“LATAM Airlines Chile”), LATAM Airlines Perú S.A. (f/k/a LAN Perú S.A., “LATAM Airlines Peru”), LATAM Airlines Ecuador S.A. (f/k/a Aerolineas Líneas Aéreas Nacionales del Ecuador S.A., “LATAM Airlines Ecuador”), LAN Argentina S.A. (“LATAM Airlines Argentina,” previously Aero 2000 S.A.), Aerovías de Integración Regional S.A. (“LATAM Airlines Colombia”), TAM S.A. (“TAM”), TAM Linhas Aéreas S.A. (“LATAM Airlines Brazil”), Transporte Aéreos del Mercosur S.A. (“LATAM Paraguay”), LAN Cargo S.A. (“LATAM Cargo”) and its two regional affiliates: Linea Aerea Carguera de Colombia S.A. (“LANCO” or “LATAM Cargo Colombia”) in Colombia and Aerolinhas Brasileiras S.A. (“ABSA” or LATAM Cargo Brazil”) in Brazil. Other references to “LATAM”, as the context requires, are to the LATAM brand which was launched in 2016 and brings together, under one internationally recognized name, all of the affiliate brands such as LATAM Airlines Chile, LATAM Airlines Peru, LATAM Airlines Argentina, LATAM Airlines Colombia, LATAM Airlines Ecuador S.A. and LATAM Airlines Brazil.

LATAM Airlines Argentina continues to be a consolidated affiliate, however, on June 17, 2020, it announced the indefinite cessation of its passenger and cargo operations.

References to “LAN” are to LAN Airlines S.A., currently known as LATAM Airlines Group S.A., and its consolidated affiliates, in connection with circumstances and facts occurring prior to the completion date of the merger between LAN Airlines S.A. and TAM S.A. See “Item 4. Information on the Company—A. History and Development of the Company.”

In this annual report on Form 20-F, unless the context otherwise requires, references to “TAM” are to TAM S.A., and its consolidated affiliates, including TAM Linhas Aereas S.A. (“TLA”), which does business under the name “LATAM Airlines Brazil,” Fidelidade Viagens e Turismo Limited (“TAM Viagens”) and Transportes Aéreos Del Mercosur S.A. (“TAM Mercosur”).

LATAM Airlines Group and the majority of our affiliates maintain accounting records and prepare financial statements in U.S. dollars. Some of our affiliates, however, maintain their accounting records and prepare their financial statements in Chilean pesos, Argentinean pesos, Colombian pesos or Brazilian real. In particular, TAM maintains its accounting records and prepares its financial statements in Brazilian real. Our audited consolidated financial statements include the results of these affiliates translated into U.S. dollars. International Financial Reporting Standards, as issued by the International Accounting Standards Board (“IFRS Accounting Standards”), require assets and liabilities to be translated at period-end exchange rates, while revenue and expense accounts are translated at each transaction date, although a monthly rate may also be used if exchange rates do not vary widely.

In this annual report on Form 20-F, all references to “Chile” are references to the Republic of Chile. This annual report on Form 20-F contains conversions of certain Chilean peso and Brazilian real amounts into U.S. dollars at specified rates solely for the convenience of the reader. These conversions should not be construed as representations that the Chilean peso and the Brazilian real amounts actually represent such U.S. dollar amounts or could be converted into U.S. dollars at the rate indicated. Unless we specify otherwise, all references to “\$,” “US\$,” “U.S. dollars” or “dollars” are to United States dollars, and references to “pesos,” “Chilean pesos” or “Ch\$” are to Chilean pesos. References to “real,” “Brazilian real” or “R\$” are to the Brazilian real, and references to “UF” are to *Unidades de Fomento*, a daily indexed Chilean peso-denominated monetary unit that takes into account the effect of the Chilean inflation rate. Unless we indicate otherwise, the U.S. dollar equivalent for information in Chilean pesos used in this annual report and in our audited consolidated financial statements is based on the “*dólar observado*” or “observed” exchange rate from the *Banco Central de Chile* (the “Central Bank of Chile”) for December 31, 2025, which was Ch\$911.11 = US\$1.00. The observed exchange rate on March 2, 2026, was Ch\$871.41 = US\$1.00. Unless we indicate otherwise, the U.S. dollar equivalent for information in Brazilian real used in this annual report on Form 20-F and in our audited consolidated financial statements is based on the average “*bid and offer rate*” published by Banco Central do Brasil (the “Central Bank of Brazil”) on December 31, 2025, which was R\$5.50 = US\$1.00. The observed exchange rate on March 2, 2026, was R\$5.17 = US\$1.00. The Federal Reserve Bank of New York does not report a noon buying rate for Chilean peso or Brazilian real. Unless we indicate otherwise, the Chilean peso equivalent for information in UF used in this annual report on Form 20-F and in our audited consolidated financial statements is based on the UF rate published by Central Bank of Chile on December 31, 2025, which was Ch\$39,727.96 = UF1.00 or US\$43.60 = UF1.00 (based on an exchange rate of Ch\$911.11 = US\$1.00).

LATAM has a single series of shares of Common Stock, without par value, listed on Chilean Stock Exchange and American Depositary Shares (“ADSs”) evidenced by American Depositary Receipts, each representing 2,000 shares of Common Stock, that were relisted on the New York Stock Exchange (“NYSE”) on July 25, 2024, following its delisting in June 2020 after entering into the Chapter 11 restructuring process (“Chapter 11”). The relisting occurred following the pricing of a public secondary offering by certain of LATAM’s shareholders to sell 19,000,000 ADSs at a price of US\$24.00 per ADS (the “re-IPO”). The ADSs trade on the NYSE under the ticker symbol “LTM.” On August 28, 2024, 1,773,026 additional ADSs were sold by the Company’s shareholders pursuant to the underwriters’ overallotment option. The Company did not receive any proceeds from the sale of ADSs by the selling shareholders. For further information on the relisting and subsequent offering of our common stock and ADSs, see “Item 9. The Offer and Listing—A. Offer and Listing Details.”

We have rounded percentages and certain U.S. dollar, Chilean peso and Brazilian real amounts contained in this annual report on Form 20-F for ease of presentation. Any discrepancies in any table between totals and the sums of the amounts listed are due to rounding.

LATAM’s audited consolidated financial statements for the periods ended December 31, 2025, 2024 and 2023 were prepared in accordance with IFRS Accounting Standards.

This annual report on Form 20-F contains certain terms that may be unfamiliar to some readers. You can find a glossary of these terms on page ix of this annual report on Form 20-F.

Impact of Hyper-Inflationary Accounting in Argentina in 2025

For the year ended December 31, 2025, LATAM Airlines Argentina continued to operate in a hyper-inflationary economic environment, as defined by IAS 29, due to the cumulative inflation rate exceeding 100% over the prior three years. As a result, the financial statements of LATAM Airlines Argentina were prepared in accordance with IAS 29, which requires the restatement of non-monetary items, income and expenses, and equity to reflect the effects of inflation, using the Argentine CPI published by INDEC. The application of IAS 29 resulted in adjustments to the carrying amounts of assets and liabilities, as well as the recognition of a net monetary gain or loss in the statement of profit or loss. These adjustments are intended to present the financial information in terms of the measuring unit current at the end of the reporting period, thereby providing more meaningful information to users of the financial statements. The impact of hyper-inflationary accounting is disclosed in Note 2 to our audited consolidated financial statements for the year ended December 31, 2025.

FORWARD-LOOKING STATEMENTS

This annual report on Form 20-F contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Such statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” “forecast” or other similar expressions. Forward-looking statements, including statements about our beliefs and expectations, are not statements of historical facts. These statements are based on current plans, estimates and projections, and, therefore, you should not place undue reliance on them. Forward-looking statements involve inherent risks and uncertainties. We caution you that a number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. These factors include, but are not limited to:

- conflicting interests among our major shareholders;
- the factors described in “Item 3. Key Information—Risk Factors;”
- our ability to service our debt and fund our working capital requirements and capital expenditure requirements;
- demand for passenger and cargo air services in Chile, Brazil, other countries in Latin America and the rest of the world;
- maintenance of our customer relationships due to potential changes in customers’ perception of the company, our brands and services in the future;
- the state of the Chilean, Brazilian, other Latin American and world economies and their impact on the airline industry;
- the effects of competition in the airline industry;
- future terrorist incidents, cyberattacks or related activities affecting the airline industry;
- future outbreak of diseases, or the spread of already existing diseases, affecting travel behavior and/or exports;
- natural disasters affecting travel behavior and/or exports;
- the relative value of the Chilean peso and other Latin American currencies compared to other world currencies;
- the impact of geopolitical risk on the price of fuel, exchange rates, and demand for travel;
- the impact of changes in immigration policies and import tariffs;
- inflation;

- competitive pressures on pricing;
- our capital expenditure plans;
- changes in labor costs, maintenance costs and insurance premiums;
- fluctuation of crude oil prices and its effect on fuel costs;
- cyclical and seasonal fluctuations in our operating results;
- defects or mechanical problems with our aircraft;
- problems with suppliers of aircraft, aircraft engines and engine parts;
- our ability to successfully implement our growth strategy;
- increases in interest rates;

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- changes in regulations, including regulations related to access to routes in which the group operates and environmental regulations;
- increased risks related to cybersecurity threats and data privacy;
- heightened geopolitical instability and its impact on global travel and supply chains; and
- other risks and uncertainties, including those described from time to time in our filings with the U.S. Securities and Exchange Commission.

Forward-looking statements speak only as of the date they are made, and we undertake no obligation to publicly update any of them, whether in light of new information or future events. You should also read carefully the risk factors described in “Item 3. Key Information—Risk Factors.”

GLOSSARY OF TERMS

The following terms, as used in this annual report on Form 20-F, have the meanings set forth below.

Consolidated Affiliates of LATAM:

“ABSA or LATAM Cargo Brazil”	Aerolinhas Brasileiras S.A., incorporated in Brazil.
“LANCO” or “LATAM Cargo Colombia”	Línea Aérea Carguera de Colombia S.A., incorporated in Colombia.
“LATAM Airlines Argentina”	LAN Argentina S.A., incorporated in Argentina.
“LATAM Airlines Brazil” or “TLA”	TAM Linhas Aéreas S.A., incorporated in Brazil.
“LATAM Airlines Chile”	Transporte Aéreo S.A., incorporated in Chile.
“LATAM Airlines Paraguay”	Transporte Aéreos del Mercosur S.A., incorporated in Paraguay.
“LATAM Airlines Colombia”	Aerovías de Integración Regional S.A., incorporated in Colombia.
“LATAM Airlines Ecuador”	LATAM-Airlines Ecuador S.A. (f/k/a Aerolane Líneas Aéreas Nacionales del Ecuador S.A.), incorporated in Ecuador.
“LATAM Airlines Peru”	LATAM Airlines Perú S.A. (f/k/a LAN Perú S.A.), incorporated in Perú.
“LATAM Cargo”	LAN Cargo S.A., incorporated in Chile.
“TAM”	TAM S.A., incorporated in Brazil.

Capacity Measurements:

“available seat kilometers” or “ASKs”	The sum, across our network, of the number of seats made available for sale on each flight multiplied by the kilometers flown by the respective flight.
“available ton kilometers” or “ATKs”	The sum, across our network, of the number of tons available for the transportation of revenue load (cargo) on each flight multiplied by the kilometers flown by the respective flight.

Traffic Measurements:

“revenue passenger kilometers” or “RPKs”	The sum, across our network, of the number of revenue passengers on each flight multiplied by the number of kilometers flown by the respective flight.
“revenue ton kilometers” or “RTKs”	The sum, across our network, of the load (cargo) in tons on each flight multiplied by the kilometers flown by the respective flight.

“cargo yield”	Revenue from cargo operations divided by RTKs.
“passenger yield”	Revenue from passenger operations divided by RPKs.
Load Factors:	
“cargo load factor”	RTKs expressed as a percentage of ATKs.
“passenger load factor”	RPKs expressed as a percentage of ASKs.
Other:	
“Airbus A320-Family Aircraft”	The Airbus A319, Airbus A320, and Airbus A321 models of aircraft, including both ceo and neo variants.
“m ² ”	Square meters.
“SAF”	Sustainable Aviation Fuel.
“ton”	A metric ton, equivalent to 2,204.6 pounds.
“utilization rates”	The actual number of service hours per aircraft per operating day. Utilization rates are calculated by dividing total block hours by total aircraft, excluding subleased aircraft and non-operational aircraft.
“operating expenses”	Operating expenses, which are calculated in accordance with IFRS Accounting Standards, comprise the sum of the line items “cost of sales” plus “distribution costs” plus “administrative expenses” plus “other operating expenses,” as shown on our consolidated statement of comprehensive income. These operating expenses include: wages and benefits, fuel, depreciation and amortization, commissions to agents, aircraft rentals, other rental and landing fees, passenger services, aircraft maintenance and other operating expenses.
“Diio Mi”	Data In Intelligence Out Market Intelligence.
“CO ₂ ”	Carbon Dioxide Gas

PART I

ITEM 1 IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

A. Directors and Senior Management

Not applicable.

B. Advisers

Not applicable.

C. Auditors

Not applicable.

ITEM 2 OFFER STATISTICS AND EXPECTED TIMETABLE

A. Offer Statistics

Not applicable.

B. Method and Expected Timetable

Not applicable.

ITEM 3 KEY INFORMATION

A. Reserved

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

The following risk factors, and those important risk factors described in other reports we submit to or file with the Securities and Exchange Commission ("SEC"), could affect our actual results and could cause our actual results to differ materially from those expressed in any forward-looking statements made by us or on our behalf.

In order to assess the risks outlined in the risk factors, we have a comprehensive risk model that encompasses various aspects of our business and it is reviewed quarterly. This risk model serves as a framework to identify, assess and mitigate potential risks that may impact our organization. We understand that risk landscapes evolve, and therefore, we conduct continuous reviews of our risk model to ensure its relevance and effectiveness in addressing emerging risks.

In particular, as we are a non-U.S. company, there are risks associated with investing in our ADSs that are not typical for investments in the shares of U.S. companies. Prior to making an investment decision, you should carefully consider all of the information contained in this document, including those described below.

Risk Factors Summary

The following is a summary of the principal risks that could adversely affect our business, operations and financial results.

Risks Relating to our Business

- High levels of competition in the airline industry and the consolidation or mergers of competitors in the markets in which the group operates, may adversely affect the level of operations.

- Some of our competitors may receive external support, which could adversely impact our competitive position.
- The group's business and results of operations may be adversely affected if we fail to obtain and maintain routes, suitable airport access, slots and other operating permits.
- It cannot be assured that in the future we will have access to adequate facilities and landing rights necessary to achieve our expansion plans.
- The group depends on strategic alliances, commercial relationships and regulatory approvals, and its business could be adversely affected if any of these are disrupted or unattainable.
- A failure to successfully implement the group's strategy or a failure to adjust such strategy to the economic situation would harm the group's business.
- LATAM group may experience difficulty finding, training and retaining employees, which can lead to increased costs and impair our ability to execute strategy and implement operational initiatives.

Safety & Operational Risks

- We depend on a limited number of suppliers for certain aircraft and engine parts. LATAM group flies and depends mainly on Airbus and Boeing aircraft, and our business could be adversely affected if we do not receive timely deliveries of aircraft, if aircraft from these suppliers become unavailable or if the public develops a negative perception of the aircraft we use in our operations.
- Problems with air traffic control systems or other technical failures could interrupt our operations and have a material adverse effect on our business.
- Losses and liabilities in the event of an accident involving one or more of our aircraft could materially affect our business.
- Prolonged technical and operational issues with the airport infrastructure in cities where we have a significant presence may have a material adverse effect on our operations.
- Our business may be adversely affected by a downturn in the airline industry caused by exogenous events that affect travel behavior or increase costs, such as outbreak of disease, weather conditions and natural disasters, war or terrorist attacks.
- The impacts of a pandemic and the efforts to mitigate the spread of a virus may adversely impact the group's business, operations and financial results.

Risks Relating to the Airline Industry and the Countries in Which the Group Operates

- Because our performance is heavily dependent on economic conditions in the countries in which the group does business, negative economic conditions in those countries could adversely impact the group's business and results of operations.
- Latin American governments have exercised and continue to exercise significant influence over their economies.
- Political instability and social unrest in Latin America may adversely affect our business.

- Because our business relies extensively on third-party service providers, failure of these parties to perform as expected, or interruptions in our relationships with these providers or in their provision of services to us, could have an adverse effect on our financial position and results of operations.

Environmental and Regulatory Risks

- Our operations are subject to local, national and international environmental regulations; costs of compliance with applicable regulations, or the consequences of noncompliance, could adversely affect our results, our business or our reputation.
- Our business may be adversely affected by the consequences of climate change.
- The business is highly regulated and changes in the regulatory environment in the different countries may adversely affect our business and results of operations.

Risks Related to our Indebtedness

- We have substantial liquidity needs and continue to pursue various financing options. Our business may be adversely affected if we are unable to service our debt or meet our future financing requirements.
- We have significant exposure to SOFR and other floating interest rates; increases in interest rates will increase our financing costs and may have adverse effects on our financial condition and results of operations.
- Our debt agreements contain various affirmative, negative and financial covenants, which could limit our ability to conduct our business. A breach of certain negative covenants could also trigger an event of default and acceleration of our indebtedness.

Risks Relating to our Common Shares and ADRs

- Our major shareholders may have interests that differ from those of ADSs holders.
- The market perception of a secondary offering could create downward pressure on the market price of our common shares and ADRs.
- Holders of ADSs may be adversely affected by their limited voting rights.
- Holders of ADSs may be adversely affected by currency devaluations and foreign exchange fluctuations.
- Future changes in Chilean foreign investment controls and withholding taxes could negatively affect non-Chilean residents that invest in our shares.
- Our ADS holders may not be able to exercise preemptive rights in certain circumstances.

Risks Relating to our Business

High levels of competition in the airline industry and the consolidation or mergers of competitors in the markets in which the group operates, may adversely affect the level of operations.

Our business, financial condition and results of operations could be adversely affected by high levels of competition within the industry, particularly the entrance of new competitors into the markets in which the group operates, and the potential implementation of aggressive pricing strategies by competitors. Airlines compete primarily over fare levels, frequency and dependability of service, brand recognition, passenger amenities (such as airline loyalty programs) and the availability and convenience of other passenger or cargo services. New and existing airlines (and companies providing ground cargo or passenger transportation) could enter our markets and compete with us on any of these bases, including by offering lower prices, more attractive services or increasing their route offerings in an effort to gain greater market share. For more information regarding our main competitors, see “Item 4. Information of the Company—B. Business Overview—Passenger Operations—International Passenger Operations” and “Item 4. Information of the Company—B. Business Overview—Passenger Operations—Business Model for Domestic Operations.”

Low-cost carriers have an important impact on the industry's revenues given their low unit costs. Lower costs allow low-cost carriers to offer inexpensive fares which, in turn, allow price-sensitive customers to fly or to shift from legacy carriers to low-cost carriers. In past years, we have seen interest in the development of the low-cost model throughout Latin America. For example, Sky Airline and JetSmart are main competitors in the Chilean and Peruvian markets and both have low-cost business models. In 2024, JetSmart further expanded its footprint in the region by entering the domestic market in Colombia, a step forward in its growth strategy, and intensifying competition with local carriers. Avianca has also adapted its business model by incorporating elements of a low-cost carrier, while retaining its network, loyalty program and strategic partnerships. Additionally, some airlines have pursued strategies of consolidation through alliances or mergers with legacy carriers. Examples include the creation of Abra Group (a partnership between Avianca and Gol) and the American Airlines acquisition of a minority stake in JetSmart in December 2022.

In the cargo business, companies such as Maersk, CMA CGM, and MSC have expanded into air transportation, partly due to the COVID-19 pandemic and the scarcity of containers. CMA CGM and Air France-KLM officially launched their long-term strategic air cargo partnership in April 2023, combining their complementary cargo networks and freighter capacity. However, this partnership was terminated by mutual agreement in January 2024, without changes to CMA CGM's 9% stake in Air France-KLM. Additionally, MSC Air Cargo commenced operations in December 2022, with flights operated by Atlas Air. More recently, the acquisition of DB Schenker by global logistics provider DSV has further increased consolidation in the global freight forwarding and air cargo markets. These consolidations, mergers, or new alliances might continue to appear, increasing the concentration and levels of competition.

Moreover, as a result of the competitive environment, there may be further consolidation in the Latin American 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. Furthermore, 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 development of airlines and alliances with increased financial resources, more extensive global networks and reduced cost structures.

Some of our competitors may receive external support, which could adversely impact our competitive position.

Some of our competitors may receive support from external sources, such as their national governments, which may be unavailable to us. Support may include, among others, subsidies, financial aid or tax waivers. This support could place the group at a competitive disadvantage and adversely affect operations and financial performance. For example, Aerolineas Argentinas has historically been government subsidized. Additionally, during the COVID-19 pandemic, some competitors on long-haul routes (such as American Airlines, Delta Airlines, Southwest, United and Airfrance-KLM) received government support. More recently, in January 2025, Azul and Gol entered into agreements with the Brazilian government to reduce their tax debts by approximately 42%. This support could place us at a competitive disadvantage and adversely affect our business, financial condition and results of operations

The group's business and results of operations may be adversely affected if we fail to obtain and maintain routes, suitable airport access, slots and other operating permits.

LATAM group's business depends upon our access to key routes and airports. Bilateral aviation agreements between countries, open skies laws and local aviation approvals frequently involve political and other considerations outside of our control. The group's operations could be constrained by any delay or inability to gain access to key routes or airports, including:

- limitations on our ability to transport more passengers;
- the imposition of flight capacity restrictions;
- the inability to secure or maintain route rights in local markets or under bilateral agreements; or
- the inability to maintain our existing slots and obtain additional slots.

The group operates numerous international routes subject to bilateral agreements, as well as domestic flights within Chile, Peru, Brazil, Ecuador and Colombia, subject to local route and airport access approvals. See "Item 4. Information on the Company—B. Business Overview—Regulation."

There can be no assurance that existing bilateral agreements with the countries in which the group's companies are based and permits from foreign governments will continue to be in effect. A modification, suspension or revocation of one or more bilateral agreements could have a material adverse effect on our business, financial condition and results of operations. The suspension of our permission to operate at certain airports, destinations or slots, or the imposition of other sanctions could also have a material adverse effect on our business. A change in the administration of current laws and regulations or the adoption of new laws and regulations in any of the countries in which the group operates that restrict our routes, airports or other access may have a material adverse effect on our business, financial condition and results of operations.

It cannot be assured that in the future we will have access to adequate facilities and landing rights necessary to achieve our expansion plans.

Certain airports that we currently serve or plan to serve in the future may have capacity constraints and impose various restrictions. These restrictions include limitations on takeoff and landing slots during specific periods of the day and restrictions on aircraft noise levels. We cannot guarantee that our group will be able to secure an adequate number of slots, gates, and other facilities at airports to expand our services in line with our growth strategy. Additionally, airports that are currently not subject to capacity constraints may face such constraints in the future.

Furthermore, airlines must use their slots regularly and promptly, or they risk losing them to other carriers. If slots or other airport resources are unavailable or restricted in any way, we may need to modify schedules, alter routes, or reduce aircraft utilization. It is also possible that aviation authorities in the countries where our group operates may change the rules for assigning takeoff and landing slots. An example of this is the São Paulo airport (Congonhas), where slots previously operated by Avianca Brazil were reassigned primarily to Azul in 2019, after the Brazilian National Civil

Aviation Agency (*Agência Nacional de Aviação Civil*, or the “Brazilian ANAC”) approved new rules for slot distribution. Likewise, on June 7, 2022, Brazilian ANAC passed Resolution No. 682, by which the Brazilian ANAC approved new regulation for airport coordination and defined the rules for allocating and monitoring the use of airport infrastructure through the use of slots (e.g., coordination of arrival and departure times) at coordinated airports. It also updated the parameters applicable to the airports of Congonhas, Guarulhos (Governador André Franco Montoro International Airport), Rio de Janeiro (Santos Dumont Airport), Recife (Gilberto Freyre International Airport) and Pampulha (Carlos Drummond de Andrade Airport). The occurrence of any of these scenarios involving LATAM group operations could have a negative financial impact on our business.

In October 2023, LATAM and JetSmart disputed the allocation of frequencies on the Santiago to Lima route. During a public bidding process conducted by the Chilean Civil Aviation Administration (*Junta de Aeronáutica Civil*, or “JAC”), LATAM secured 10 out of 13 available frequencies, while Sky Airline obtained the remaining three. JetSmart, which previously operated 14 frequencies on this route, lost nine of them in the bidding. JetSmart criticized the process, arguing that the allocation favored airlines with dominant market positions and raised concerns about potential frequency hoarding. In response, LATAM contended that JetSmart’s failure to secure frequencies was due to its own strategic choices and not the bidding mechanism. The dispute was brought by JetSmart to the Chilean Antitrust Court (*Tribunal de Defensa de la Libre Competencia*, or “TDLC”), which, in January 2025, concluded that the bidding process did not violate antitrust laws and adhered to existing regulations.

Moreover, we cannot guarantee that airports without current restrictions will not implement restrictions in the future, or that existing restrictions will not become more burdensome. These restrictions may limit our ability to continue providing services or expanding our operations at these airports.

The group depends on strategic alliances, commercial relationships and regulatory approvals and its business could be adversely affected if any of these are disrupted or unattainable.

LATAM and its affiliates maintain numerous alliances and commercial relationships across the jurisdictions in which they operate. These partnerships enable the group to enhance its network and offer customers services that might otherwise be unavailable. However, if any of these alliances or relationships deteriorate, are terminated, or fail to provide the anticipated benefits, the group’s business, financial condition, and results of operations could be adversely affected.

Furthermore, the group’s international strategic growth plans rely, in part, on receiving regulatory approvals in the countries where it seeks to expand operations through joint business agreements. There is a risk that the group may not obtain necessary approvals, while competitors might, allowing them to compete for key routes and

potentially erode the group's market share. This could adversely impact the group's ability to achieve its growth objectives and financial results. No assurances can be given regarding the benefits, if any, that might be derived from such agreements.

A failure to successfully implement the group's strategy or a failure to adjust such strategy to the current economic situation would harm the group's business.

We have developed a strategic plan centered on connecting Latin America with itself and the world through a network of passenger and cargo transportation. Our strategy is built on delivering unmatched customer experiences, fostering sustainability and driving innovation, all while maintaining a balance between economic growth, operational efficiency, environmental care and social well-being.

To achieve these goals, we focus on offering a wide route network that combines competitive pricing with seamless connectivity across the Americas and beyond. Our approach integrates passenger segmentation and personalized services, ensuring accessibility for a broader audience while meeting the expectations of premium customers. Customer satisfaction remains at the core of our efforts, supported by cutting-edge digital solutions that create a safe and reliable travel experience.

Moreover, we are committed to sustainability and social responsibility, integrating environmental and social practices into our operations. We lead efforts in environmental management, climate change and circular economy, ensuring a positive impact on the regions we serve. We have been recognized globally, including our inclusion in the Dow Jones Sustainability Index.

Difficulties in implementing our strategy may adversely affect the group's business and results of operation.

LATAM group may experience difficulty finding, training and retaining employees, which can lead to increased costs and impair our ability to execute strategy and implement operational initiatives.

The airline industry is labor intensive. We employ a large number of pilots, flight attendants, maintenance technicians and other operating and administrative personnel, such as specialized technology personnel. The airline industry has, from time to time, experienced a shortage of qualified personnel, especially pilots and maintenance technicians, which has somewhat intensified during the recovery phase of air traffic following the peak of the pandemic. Should turnover of employees, particularly pilots and maintenance technicians, sharply increase, our training costs will be significantly higher. LATAM group cannot assure that it will be able to recruit, train and retain the managers, pilots, technicians and other qualified employees that are needed to continue the current operations or replace departing employees. An increase in turnover or failure to recruit, train and retain qualified employees at a reasonable cost could materially adversely affect the business, financial condition and results of operations. A loss of key personnel or material erosion of employee morale could impair the ability to execute strategy and implement operational initiatives, thereby adversely affecting the group.

If we lose senior management and other key employees and they are not replaced by individuals with comparable skills, or we otherwise fail to maintain our Company's culture, our business and results of operations could be materially adversely affected.

We are dependent on the experience and industry knowledge of our officers and other key employees to design and execute our business plans. If we experience a substantial turnover in our leadership and other key employees and we are not able to replace these persons with individuals with comparable skills, or we otherwise fail to maintain our Company's culture, our performance could be materially adversely impacted. Furthermore, we may be unable to attract and retain additional qualified senior management and other key personnel as needed in the future.

Our business may experience adverse consequences due to collective action by LATAM group employees or third-party employees, including disruptions from strikes or other labor-related actions.

As of December 31, 2025, approximately 47% of the group's employees, including administrative personnel, cabin crew, flight attendants, pilots and maintenance technicians are members of unions and have contracts and collective bargaining agreements which expire on a regular basis. The business, financial condition and results of operations could be materially adversely affected by a failure to reach agreement with any labor union representing such employees or by an agreement with a labor union that contains terms that are not in line with expectations or that prevent the group from competing effectively with other airlines. For further information regarding the unions representing employees in each country in which the group operates and where we have

established collective bargaining agreements, see “Item 6. Directors, Senior Management and Employees—D. Employees—Labor Relations.”

Certain employee groups such as pilots, flight attendants, mechanics and our airport personnel have highly specialized skills. As a consequence, actions by these groups, such as strikes, walk-outs or stoppages, could severely disrupt operations and adversely impact our operating and financial performance, as well as our image.

A strike, work interruption or stoppage, or any prolonged dispute with employees who are represented by any of these unions could have an adverse impact on operations. These risks are typically exacerbated during periods of renegotiation with the unions, which typically occurs every two to four years depending on the jurisdiction and the union.

Any renegotiated collective bargaining agreement could feature significant wage increases and a consequent increase in our operating expenses. Any failure to reach an agreement during negotiations with unions may require us to enter into arbitration proceedings, use financial and management resources, and potentially agree to terms that are less favorable to us than our existing agreements. Employees who are not currently members of unions may also form new unions that may seek further wage increases or benefits.

Actions by LATAM group employees, in addition to labor disputes involving third-party employees could impact our operations. For instance:

On September 12, 2024, workers at Santiago’s Arturo Merino Benítez International Airport in Chile initiated a strike following failed negotiations with the airport’s concessionaire, Nuevo Pudahuel. The strike lasted one day, and

workers mainly requested salary adjustments and increased meal allowances. The workers and Nuevo Pudahuel were able to reach an agreement on the following day.

On October 9, 2024, air traffic controllers employed by NAV Brasil planned a nationwide strike to demand an 8.5% salary adjustment. Although the strike was scheduled to last one day, it was cancelled after a judicial ruling from the Superior Labor Court, which imposed heavy fines for any disruptions. The incident intensified labor tensions within the Brazilian aviation sector.

On November 15, 2024, Chile's *Dirección General de Aviación Civil* ("CDGAC") employees initiated an indefinite nationwide strike over unpaid bonuses. The strike lasted three days before negotiations resumed, causing widespread delays and cancellations across Chilean airports. The disruption significantly impacted flight operations and emphasized ongoing labor disputes in the region.

On November 12, 2025, one of LATAM's pilots' unions in Chile approved a strike by a 97% majority vote in the context of negotiations regarding compensation levels. On November 19, 2025, LATAM group and the union reached an agreement that ended the strike. The operational impact was limited and temporary.

While LATAM group has established protocols to manage these types of situations, there is no guarantee that we will always be able to reach mutually beneficial agreements in future disputes with employees, unions or third parties. Any prolonged disputes or disruptions could materially affect our operations, financial performance and market position.

We rely on maintaining a high aircraft utilization rate to increase our revenues and absorb our fixed costs, which makes us especially vulnerable to delays.

Generally, a key element of our strategy is to maintain a high daily aircraft utilization rate. High daily aircraft utilization allows us to maximize the amount of revenue we generate from our aircraft and absorb the fixed costs associated with our fleet and is achieved, in part, by reducing turnaround times at airports and developing schedules that enable us to increase the average hours flown per day. Our rate of aircraft utilization could be adversely affected by a number of different factors that are beyond our control, including air traffic and airport congestion, adverse weather conditions, unanticipated maintenance and delays by third-party service providers relating to matters such as fueling, catering and ground handling. If aircraft fall behind schedule, the resulting delays could cause a disruption in our operating performance and have a financial impact on our results.

Our operations are subject to fluctuations in the supply and cost of jet fuel, which could adversely impact our business.

Higher jet fuel prices could have a materially adverse effect on our business, financial condition and results of operations. Jet fuel costs have historically accounted for a significant amount of our operating expenses, and accounted for 31.3% of our total costs of sales in 2025. For additional information, see “Item 11. Quantitative and Qualitative Disclosures about Market Risk—Risk of Fluctuations in Fuel Prices.” Both the cost and availability of fuel are subject to many economic and political factors and events that we can neither control nor predict, including international political and economic circumstances such as the political instability in major oil-exporting countries.

Any fuel supply shortage could result in higher fuel prices or reductions in scheduled airline services. In August 2024, an electrical failure at Ecopetrol (Colombia’s state-owned company) refinery in Cartagena caused a significant aviation fuel shortage. This specific event led to operational challenges, including flight cancellations at major airports, as airlines struggled to manage the reduced supply. Ecopetrol implemented contingency measures to address this shortage, including importing aviation fuel, but supply constraints persisted for weeks, underscoring the vulnerability of airline operations to such disruptions.

Other factors, such as production shortfalls by the Organization of the Petroleum Exporting Countries (“OPEC”), disruptions from severe weather or natural disasters, labor actions (e.g., the 2018 trucking strike in Brazil), or geopolitical conflicts like the unrest in the Middle East or the conflict in Ukraine, could similarly impact fuel prices and availability.

We cannot ensure that we would be able to offset any increases in the price of fuel. Additionally, lower fuel prices may result in lower fares through the reduction or elimination of fuel surcharges. We have entered into fuel hedging arrangements, but there can be no assurance that such arrangements will be adequate to protect us from an increase in fuel prices in the near future or in the long term. See “Item 11. Quantitative and Qualitative Disclosures About Market Risk—Risk of Fluctuations in Fuel Prices.”

We are exposed to increases in landing fees and other airport service charges that could adversely affect our margins and competitive position.

The group must pay fees to airport operators for the use of their facilities. Any substantial increase in airport charges, including at Guarulhos International Airport in São Paulo, Jorge Chavez International Airport in Lima or Comodoro Arturo Merino Benitez International Airport in Santiago, among others, could have a material adverse impact on our results of operations. Passenger taxes and airport charges have increased substantially in recent years. We cannot assure that the airports in which the group operates will not increase or maintain high passenger taxes and service charges in the future. Any such increases could have an adverse effect on our financial condition and results of operations.

A significant portion of our cargo revenue comes from relatively few product types and may be impacted by events affecting their production, trade or demand.

The group's cargo demand, especially from Latin American exporters, is concentrated in a small number of product categories, such as exports of fish, shellfish and fruit from Chile, asparagus from Peru and fresh flowers from Ecuador and Colombia. Similarly, import markets play a key role in our cargo operations, with demand for products such as manufactured goods, auto parts, pharmaceuticals and technology equipment driving inbound cargo traffic into Latin America.

Events that adversely affect the production, trade or demand for these goods may adversely affect the volume of goods that are transported and may have a significant impact on the results of operations. Future trade protection measures by or against the countries for which we provide cargo services may have an impact on cargo traffic volumes and adversely affect our financial results. Some of the cargo products are sensitive to foreign exchange rates and, therefore, traffic volumes could be impacted by the appreciation or depreciation of local currencies.

An accumulation of ticket refunds could have an adverse effect on our financial results.

If the group is required to pay out a substantial amount of ticket refunds in cash, this could have an adverse effect on our financial results or liquidity position. Furthermore, LATAM has agreements with financial institutions that process customer credit card transactions for the sale of air travel and other services. Under certain of LATAM's credit card processing agreements, the financial institutions in certain circumstances have the right to require that LATAM maintain a reserve equal to a portion of advance ticket sales that have been processed by that financial institution, but for which LATAM has not yet provided the service (i.e., air transportation). Such financial institutions may require cash or other collateral reserves to be established or withholding of payments related to receivables to be

collected. Refunds lower our liquidity and put us at risk of triggering liquidity covenants in these processing agreements and, in doing so, could force us to post cash collateral with the credit card companies for advance ticket sales.

If we are unable to incorporate leased aircraft, including both operating leases and financial leases, into the fleet at acceptable rates and terms in the future, our business could be adversely affected.

A large portion of the aircraft fleet is subject to long-term leases, including operating leases and financial leases. These leases typically run from eight to 12 years from the date of execution. We may face more competition for, or a limited supply of leased aircraft, making it difficult to negotiate on competitive terms upon expiration of the current leases or to lease additional capacity required for the targeted level of operations. If we are forced to pay higher lease rates, whether for operating or financial leases, in the future to maintain our capacity and the number of aircraft in the fleet, our profitability could be adversely affected.

Increases in insurance costs and/or significant reductions in coverage could harm our financial condition and results of operations.

Significant events affecting the aviation insurance industry (such as terrorist attacks, airline crashes or accidents, and health epidemics and the related widespread government-imposed travel restrictions) may result in significant increases of airlines' insurance premiums and/or relevant decreases of insurance coverage. Further increases in insurance costs and/or reductions in available insurance coverage could have a material impact on our financial results, change the insurance strategy, and also increase the risk of uncovered losses.

Increases in our labor costs, which constitute a substantial portion of our total operating expenses, could directly impact our earnings.

Labor costs constitute a significant percentage of our total cost of sales (16.0% in 2025) and at times in our operating history we have experienced pressure to increase wages and benefits for our employees. A significant increase in our labor costs could result in a material reduction in our earnings.

We face reputational risks related to the use of social media.

LATAM group frequently uses social media platforms as marketing tools. These platforms provide LATAM group, as well as individuals, with access to a broad audience of consumers and other interested persons. Negative commentary regarding LATAM group or the products it sells may be posted on social media platforms and similar devices at any time, and may be adverse to LATAM group's reputation or business. Further, as laws, regulations, and different platforms' terms of service rapidly evolve to govern the use of social media, the failure by LATAM group, its employees or third parties acting on LATAM group's behalf to abide by applicable laws and regulations in the use of these platforms and devices could adversely impact LATAM group's business, financial condition, and results of operations or subject it to fines or other penalties.

We face reputational risks related to misinformation and disinformation.

The proliferation of false or misleading content may be used as a mechanism to sow doubt among the general public and tarnish the image of foreign products and services. Misinformation or disinformation regarding LATAM group or the services it offers, may affect its reputation and customer relations. The spread of false or malicious news could generate negative perceptions regarding LATAM group's safety, service quality or environmental practices, weakening consumer trust in the group's operations. Additionally, criticism amplified through social media and digital platforms could harm the brand, especially in sensitive markets or during specific crises. Moreover, the spread of such information could (i) create higher crisis management costs for LATAM, as the group would need dedicated resources to monitor and counteract misinformation in real time, (ii) influence customer behavior, reducing flight demand or affecting the preference for the group over competitors, and (iii) create tensions with employees or unions, impacting the work environment and hindering collective negotiations.

Safety & Operational Risks

We depend on a limited number of suppliers for certain aircraft and engine parts. LATAM group flies and depends mainly on Airbus and Boeing aircraft, and our business could be adversely affected if we do not receive timely deliveries of aircraft, if aircraft from these suppliers become unavailable or if the public develops a negative perception of the aircraft we use in our operations.

We depend on a limited number of suppliers for aircraft, aircraft engines and many aircraft and engine parts. As a result, we are vulnerable to problems associated with the supply of those aircraft, parts and engines, including design defects, mechanical problems, contractual performance by the suppliers, or adverse perception by the public that would result in unscheduled maintenance requirements, in customer avoidance or in actions by the aviation authorities resulting in an inability to operate our aircraft. In 2025, LATAM group's main suppliers were aircraft manufacturers Airbus and Boeing.

In addition to Airbus and Boeing, LATAM group has a number of other suppliers, primarily related to aircraft accessories, spare parts and components, including Pratt & Whitney Canada, MTU Maintenance, Rolls-Royce, General Electric Commercial Aviation Services Ltd., General Electric Celma, General Electric Engines Service, CMF International and Honeywell, among others. LATAM also entered into an agreement with Embraer S.A. to acquire up to 74 E195-E2 aircraft—24 firm orders and 50 purchase options—with deliveries beginning in the fourth quarter of 2026. This new fleet is part of a long-term plan to expand connectivity for our affiliates in underserved regional markets with growth potential. The E195-E2 is expected to bring greater efficiency and enhanced operational flexibility.

As of December 31, 2025, LATAM group had a total fleet of 294 Airbus and 57 Boeing aircraft (one of these aircraft are non-current assets classified as held for sale). Risks relating to Airbus, Boeing and Embraer include:

- our failure or inability to obtain Airbus, Boeing and Embraer aircraft, parts or related support services on a timely basis because of high demand, aircraft delivery backlog or other factors;

- the interruption of fleet service as a result of unscheduled or unanticipated maintenance requirements for these aircraft;
- the issuance by the Chilean or other aviation authorities of directives restricting or prohibiting the use of our Airbus, Boeing and Embraer aircraft, or requiring time-consuming inspections and maintenance;
- adverse public perception of a manufacturer as a result of safety concerns, negative publicity or other problems, whether real or perceived, in the event of an accident;
- delays between the time we realize the need for new aircraft and the time it takes us to arrange for Airbus, Boeing and Embraer or for a third-party provider to deliver this aircraft; or
- the delay, for any reason, to conclude cabin upgrade projects that could result in aircraft unavailability for a certain period of time.

The COVID-19 pandemic and its impact on the aviation industry, along with the subsequent global supply chain challenges faced by manufacturers and distributors, resulted in a widespread shortage of aircraft and delays in scheduled deliveries. Consequently, the waiting period for obtaining new aircraft as well as the time between a new order and its delivery became longer, affecting both Airbus and Boeing, as well as LATAM group.

On July 25, 2023, Pratt & Whitney disclosed a powder metal contamination issue affecting PW1100 GTF engines, which power Airbus Neo Family Aircraft. Since such announcement, the number of affected Airbus Neo Family Aircraft within our fleet has represented a limited portion of our total fleet. As of December 31, 2025, LATAM group had 13 Airbus Neo Family Aircraft on the ground, representing approximately 3.5% of our total fleet, as a result of required inspections and related engine removals associated with this matter. These operational disruptions resulting from engine shortages from Pratt & Whitney, together with any potential reduction in air traffic, could adversely affect our business, operating results and financial condition. Our business could also be materially adversely affected if passengers avoid flying on our aircraft due to adverse perceptions of aircraft manufacturing, whether because of safety concerns or other problems, real or perceived, or in the event of an accident involving such aircraft or their engines.

Additionally, in 2024 Rolls-Royce experienced delays in the maintenance of the engines used for the Boeing 787-9 aircraft. These delays intensified the operational challenges faced by airlines, including LATAM group, as we navigated the disruptions caused by engine shortages.

As of December 31, 2025, LATAM has found support from both Pratt & Whitney and Rolls-Royce, who, together with the company, continue exploring solutions to the abovementioned mechanical difficulties.

While LATAM is currently addressing the abovementioned mechanical difficulties with the support from both Pratt & Whitney and Rolls-Royce, the occurrence of any one or more of the abovementioned factors could restrict our ability to use aircraft to generate profits, respond to increased demands, or could otherwise limit our operations and adversely affect our business.

Problems with air traffic control systems or other technical failures could interrupt our operations and have a material adverse effect on our business.

The operations, including the ability to deliver customer service, are dependent on the effective operation of the equipment, including aircraft, maintenance systems and reservation systems. The operations are also dependent on the effective operation of domestic and international air traffic control systems and the air traffic control infrastructure by the corresponding authorities in the markets in which the group operates. Equipment failures, personnel shortages, air traffic control problems and other factors that could interrupt operations could adversely affect our financial results as well as our reputation.

Losses and liabilities in the event of an accident involving one or more of our aircraft could materially affect our business.

We are exposed to potential catastrophic losses in the event of an aircraft accident, terrorist incident or any other similar event. There can be no assurance that, as a result of an aircraft accident or significant incident:

- we will not need to increase our insurance coverage;
- our insurance premiums will not increase significantly;
- our insurance coverage will fully cover all of our liabilities; and
- we will not be forced to bear substantial losses.

Substantial claims resulting from an accident or significant incident in excess of our related insurance coverage could have a material adverse effect on our business, financial condition and results of operations. Moreover, any aircraft accident, even when comprehensively insured, could cause the negative public perception that our operations or aircraft are less safe or reliable than those operated by other airlines or by other flight operators, which could have a material adverse effect on our business, financial condition and results of operations.

On November 18, 2022, LATAM Airlines Peru reported that during the take-off of flight LA 2213 at Lima's Jorge Chávez International Airport a fire truck entered the runway while performing an emergency drill and collided with its aircraft. Authorities subsequently confirmed fatalities of three firefighters who were in the fire truck that struck the aircraft. There were no fatalities among the 102 passengers and six crew members of the aircraft. According to the final report of the Aviation Accidents Investigation Commission (*Comisión de Investigación de Accidentes de Aviación*, "CIAA") issued in September 2023, this chain of events was originated by the airport operator's inadequate planning and coordination, as well as the failure to use the communication and International Civil Aviation Organization ("ICAO") standardized phraseology. The aircraft damage from this event was covered by LATAM's insurance policies.

Similarly, on March 11, 2024, LATAM experienced an incident involving flight LA800, which operated from Sydney to Auckland. The Boeing 787-9 aircraft encountered a severe technical difficulty approximately an hour before landing, resulting in an abrupt drop in altitude. This unexpected movement led to injuries among 10 passengers and three crew members. There were no fatalities among the 263 passengers and nine crew members of the aircraft. The incident was caused by a technical issue within the aircraft, which a later investigation suggested was caused by a flight attendant who might have inadvertently activated a switch on a cockpit seat. The Company has since been working closely with aviation safety authorities to prevent future occurrences. LATAM's insurance policies covered the medical treatment of the injured passengers and crew, and the repair costs associated with the incident.

Prolonged technical and operational issues with the airport infrastructure in cities where we have a significant presence may have a material adverse effect on our operations.

Our operations and growth strategy are dependent on the facilities and infrastructure of key airports, including Santiago's International Airport, São Paulo's Guarulhos International and Congonhas Airports, Brasília's International Airport, Bogota's El Dorado International Airport, and Lima's Jorge Chavez International Airport.

At Santiago's Arturo Merino Benítez International Airport, the concessionaire completed the remodeling and expansion of the domestic terminal in September 2025, increasing capacity and improving facilities. While this modernization is expected to enhance airport capacity and passenger experience, large-scale infrastructure projects can involve shifts in operations and reconfiguration of facilities that may result in operational challenges. In addition, infrastructure improvement works planned for 2026 will require alternating the use of the airport's two runways, resulting in only one runway being available for an extended period between April and August 2026; operating with limited runway capacity could constrain runway throughput, potentially leading to delays, schedule adjustments or other operational limitations.

The renovation and expansion of Diego Aracena International Airport in Iquique, Chile, including significant enlargement of the passenger terminal, has been completed, and Chacalluta International Airport in Arica concluded its renovation and expansion in December 2024.

As part of Chile's broader Plan Aeropuertos 2025-2030, the government plans to invest in the improvement and expansion of airport infrastructure across the country, including terminal and runway upgrades, equipment modernization and capacity enhancements at multiple regional airports, with total investments in the billions of dollars over the coming years. Projects under this plan include a major terminal expansion and other works at Balmaceda Airport, which is under construction and expected to begin operations in the first half of 2027, and improvements to other regional infrastructure to strengthen connectivity and capacity.

In Peru, several regional airports have faced infrastructure challenges related to runway conditions that have resulted in temporary suspensions of operations or limited service, affecting connectivity. Rehabilitation and maintenance works, including runway resurfacing and technical interventions, have been implemented or are planned, and broader modernization projects are subject to ongoing planning and contracting processes that could extend into 2026 or beyond.

Brazilian airports, including Brasília and São Paulo (Guarulhos) International Airports, are also subject to infrastructure capacity constraints and modernization requirements. Significant investments in airport infrastructure are projected through at least 2029, including expansion of taxiways, additional piers and apron enhancements, and other works that may involve simultaneous construction activity and could result in temporary restrictions or operational limitations, which, in turn, may affect our access to slots or our ability to maintain or increase capacity at certain airports.

While LATAM group is closely coordinating with and supporting the airport concessionaires, any delays in the completion of the ongoing remodeling or expansion works of any of the airports indicated above would materially adversely affect our operations.

Our business may be adversely affected by a downturn in the airline industry caused by exogenous events that affect travel behavior or increase costs, such as outbreak of disease, weather conditions and natural disasters, war or terrorist attacks.

Demand for air transportation may be adversely impacted by exogenous events, such as epidemics (such as Ebola and Zika) and pandemics (such as the COVID-19 pandemic), terrorist attacks, war or political and social instability, including localized security conditions or criminal violence in certain countries in which we operate, such as Mexico. Increasing geopolitical tensions and hostilities in connection with the conflict in Ukraine, and in the Middle East (including Iran and Israel), and the trade and monetary sanctions that have been imposed in connection with those developments, have affected, and could significantly affect, worldwide oil prices and demand, cause turmoil in the global financial system and negatively impact air travel. Situations such as these could have a material impact on the business, financial condition and results of operations.

In addition to the foregoing, recent global geopolitical fragmentation and shifting security dynamics could affect the airline industry and our business. Intensifying strategic competition between major powers, evolving trade restrictions, and regional security tensions have the potential to influence global trade flows, regulatory environments, fuel markets and consumer confidence, any of which could affect demand for air transportation and air cargo services. While broader geopolitical fragmentation, such as U.S.–China trade tensions, has not had a

material adverse direct impact on our business to date, these developments remain a risk factor that we monitor closely.

For example, in late 2025 and early 2026, a safety advisory issued by the U.S. Federal Aviation Administration (FAA) regarding heightened military activity and deteriorating security conditions in Venezuelan airspace led several international carriers to suspend flights into and out of Venezuela as a precaution. Several airlines, including Copa Airlines, extended suspension of flights in and out of Caracas following the FAA advisory urging operators to “extreme caution” when transiting the Region of Flight Information of Maiquetía (FIR Maiquetía) due to deterioration of safety conditions.

The Venezuelan aviation authority subsequently revoked operating permits for six international airlines, including Latam Colombia, TAP Air Portugal, Iberia, Avianca, Turkish Airlines and GOL, after those carriers did not resume services within the deadline set by Venezuelan authorities.

Such regulatory and security developments demonstrate how geopolitical tensions and associated advisories can alter airline operations, access to airspace and route planning. Prolonged or expanded geopolitical fragmentation, regional disputes or emergent security concerns could dampen global economic growth, reduce consumer demand for air travel, increase fuel price volatility, increase compliance costs or disrupt operational networks, which could negatively affect our operations, financial condition and results of operations.

Revenues for airlines depend on the number of passengers carried, the fare paid by each passenger and service factors, such as the timelines of flight departures and arrivals. During periods of fog, ice, low temperatures, storms or other adverse weather conditions or natural disasters outside of our control, some or all of our flights may be cancelled or significantly delayed, affecting and disrupting our operations and reducing profitability. Increases in the frequency, severity or duration of thunderstorms, hurricanes, typhoons, floods or other severe weather events, including from changes in the global climate and rising global temperatures, could result in increases in delays and cancellations, turbulence-related

injuries and fuel consumption to avoid such weather, any of which could result in loss of revenue and higher costs. For example, in 2022, a LATAM aircraft was severely damaged after flying through stormy weather on approach to Asuncion Airport in Paraguay, and was required to make an emergency landing. In October 2023, there were significant delays and cancellations due to strong weather conditions in Guarulhos airport, Brazil. Likewise, in February 2024, forest fires in Chile affecting the Valparaíso Region and La Araucanía Region impacted LATAM's operations at the Arturo Merino Benítez International Airport and at La Araucanía International Airport, respectively, delaying flights and increasing operational costs derived from certain commercial flexibility measures granted to passengers affected by the fires. Similar events in the future may have an adverse effect on our revenues and results of operations

The impacts of a pandemic and the efforts to mitigate the spread of a virus may adversely impact the group's business, operations and financial results.

A pandemic, such as COVID-19, and its variants may negatively affect global economic conditions, disrupt supply chains and negatively affect aircraft manufacturing operations and reduce the availability of aircraft spare parts.

There is a possibility of changes in consumer behavior in the medium and long term as a result of a pandemic and its variants that may generate adverse financial impacts for LATAM. The COVID-19 pandemic and the accompanying fear of widespread outbreaks of communicable diseases materially reduced the demand for and availability of air travel around the world, materially affecting our business, operations and financial performance .

By the end of 2023, our operations in domestic markets were fully recovered, and the international segment fully recovered during the first quarter of 2024. While LATAM corporate segment already achieved pre-pandemic RPK levels, we cannot assure that a new pandemic or any of its variants will not affect the business in the future.

Disruptions or security breaches of our information technology infrastructure or systems could interfere with the operations, compromise passenger or employee information, and expose us to liability, which may adversely affect our business and reputation.

A serious internal technology error, failure, or cybersecurity incident impacting systems hosted internally at our data centers, externally at third-party locations or cloud providers, or large-scale interruption in technology infrastructure we depend on, such as power, telecommunications or the internet, may disrupt our technology network with potential impact on our operations. Our technology systems and related data may also be vulnerable to a variety of sources of interruption, including natural disasters, terrorist attacks, telecommunications failures, computer viruses, cyber-attacks, security breaches in the supply chain (suppliers) and other security issues. These systems

include our computerized airline reservation system, flight operations system, telecommunications systems, website, customer, self-service applications (“apps”), maintenance systems, check-in kiosks, in-flight entertainment systems and data centers.

In July 2024, a major global technology disruption affecting multiple industries was triggered by a flaw in a software update to the CrowdStrike Falcon platform. The disruption triggered outages in Microsoft’s systems, affecting millions of Windows operated devices, which resulted in airlines, banks and media outlets experiencing significant problems in their operations.

Although the disruption was not a cybersecurity incident, LATAM group’s technical and business teams quickly implemented the protocols established to safeguard the technological environment, successfully avoiding any operational interruptions in flights and critical systems. Consequently, no flights were cancelled during the technological disruption.

Furthermore, in light of the rise of generative artificial intelligence (“AI”) technology, , such systems may not only create deceptive or harmful content, such as deepfakes or misinformation, but may also be used to enhance cyberattacks, facilitate unauthorized access to systems, or exploit vulnerabilities in digital infrastructure. The misuse or malicious application of generative AI could increase cybersecurity risks, disrupt operations, compromise sensitive data, and adversely affect our business and reputation.

In addition, as a part of our ordinary business operations, we collect and store sensitive data, including personal information of our customers and employees and information of our business partners. The secure operation of the networks and systems on which this type of information is stored, processed and maintained is critical to our business operations and strategy. Unauthorized parties may attempt to gain access to our systems or information through fraud, deception, or cybersecurity incidents. Hardware or software we develop or acquire may contain defects that could

unexpectedly compromise information security. The compromise of our technology systems resulting in the loss, disclosure, misappropriation of, or access to, customers', employees' or business partners' information could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information, disruption to our operations and damage to our reputation, any or all of which could adversely affect our business.

To date, we have not experienced any major incidents related to cybersecurity or our information systems. Any such incident could cause damage to our reputation and may require us to expend substantial resources to remedy the situation, and could therefore have a material adverse effect on our business and results of operations. In addition, there can be no assurance that any efforts we make to prevent these incidents will be successful in avoiding harm to our business. See "Item 16K. Cybersecurity."

Risks Relating to the Airline Industry and the Countries in Which the Group Operates

Because our performance is heavily dependent on economic conditions in the countries in which the group does business, negative economic conditions in those countries could adversely impact the group's business and results of operations and cause the market price of our common shares and ADSs to decrease.

Passenger and cargo demand is heavily cyclical and highly dependent on global and local economic growth, economic expectations and foreign exchange rate variations, among other things. The occurrence of similar events in the future could adversely affect our business. The group plans to continue to expand operations based in Latin America, which means that performance will continue to depend heavily on economic conditions in the region.

Latin American countries have historically experienced economic instability, including uneven periods of economic growth as well as significant downturns (e.g., periods of severe economic recession, currency devaluation, high inflation and political instability). Our business has been adversely affected by these factors and global economic recessionary conditions, which include weak economic growth in Chile, recessions in Brazil and Argentina, and poor economic performance in certain emerging market countries in which the group operates.

High interest rates, inflation (in some cases substantial and prolonged), and unemployment rates generally characterize each economy. Because commodities such as agricultural products, minerals and metals represent a significant percentage of exports of many Latin American countries, the economies of those countries are particularly sensitive to fluctuations in commodity prices. Investments in the region may also be subject to currency risks, such as restrictions on the flow of money in and out of the country, extreme volatility relative to the U.S. dollar and devaluation.

Accordingly, our business, financial condition and results of operations may be adversely affected by changes in government policies or regulations in Latin America, including such factors as exchange rates and exchange control policies, inflation control policies, price control policies, consumer protection policies, import duties and restrictions, liquidity of domestic capital and lending markets, electricity rationing, tax policies, including tax increases and retroactive tax claims, and other political, diplomatic, social and economic developments in or affecting the countries where the group operates.

According to S&P, as of December 31, 2025, long term local currency ratings of the countries where LATAM group operates in South America are as follows: Ecuador B- (stable outlook), Peru BBB (stable outlook), Colombia BB+ (negative outlook), Chile A+ (stable outlook) and Brazil BB (stable outlook). Similarly, S&P has long-term foreign currency ratings for the following countries: Ecuador B- (negative outlook), Peru BBB- (stable outlook), Colombia BB (negative outlook), Chile A (stable outlook) and Brazil BB (stable outlook).

Because we rely on a limited number of critical technology providers for reservation and distribution systems, any disruption in their operations or services could materially affect our ability to process bookings and distribute content to travel agencies.

LATAM cannot ensure that any country will not experience similar adverse developments in the future or that the current or any future administration will maintain business-friendly and open market economic policies or policies that stimulate economic growth and social stability.

Latin American governments have exercised and continue to exercise significant influence over their economies.

Governments in Latin America frequently intervene in the economies of their respective countries and occasionally make significant changes in policy and regulations. Governmental actions have often involved, among other measures, nationalizations and expropriations, price controls, currency devaluations, mandatory increases in wages and employee benefits, capital controls and limits on imports. Our business, financial condition and results of operations may be adversely affected by changes in government policies or regulations, including exchange rates and exchange control policies, inflation control policies, price control policies, consumer protection policies, import duties and restrictions, liquidity of domestic capital and lending markets, electricity rationing, tax policies (including tax increases and retroactive tax oversight). For example, the Brazilian government's actions to control inflation and implement other policies have involved wage and price controls, depreciation of the real, restrictions on remittance, and intervention by the Central Bank to affect base interest rates.

In the future, the level of intervention by Latin American governments may continue or increase. We cannot assure that these or other measures will not have a material adverse effect on the economy of each respective country and, consequently, will not adversely affect our business, financial condition and results of operations.

Political instability and social unrest in Latin America may adversely affect our business.

LATAM group operates primarily within Latin America and is thus subject to a full range of risks associated with our operations in this region. These risks may include unstable political or social conditions, lack of well-established or reliable legal systems, exchange controls and other limits on our ability to repatriate earnings and changeable legal and regulatory requirements.

Although political and social conditions in one country may differ significantly from another country, events in any of our key markets could adversely affect the business, financial conditions or results of operations.

For example, in July 2017, Brazilian President Luiz Inácio Lula da Silva was convicted of corruption and money laundering by a lower federal court in the State of Paraná in connection with "Operation Car Wash". However, the conviction was overturned and his political rights restored by the Brazilian Supreme Court. President Luiz Inácio Lula da Silva ran for office in the presidential election of October 2022 and narrowly defeated President Bolsonaro. Former President Bolsonaro questioned the results of the elections, resulting in protests across the country. Luiz Inácio Lula da Silva was sworn in as president in January 2023. We cannot predict which policies the president Luiz Inácio Lula da Silva may adopt or change during his term in office, or the effect that any such policies might have on our business and on the Brazilian economy.

In Peru, on December 7, 2022, President Pedro Castillo announced the dissolution of the congress and called for new elections to be held immediately, provoking an attempted *coup d'état*. Subsequently, he was removed from office and arrested. On the same day, Vice President Dina Boluarte assumed the presidency of Peru, to serve the

remaining presidential term until 2026. Dina Boluarte was the sixth president that Peru had since 2018. However, Boluarte herself was removed from office on October 10, 2025, after Congress declared her “morally unfit” amid corruption scandals and a surge in violent crime. She was replaced by José Enrique Jerí Oré, then President of Congress, who will serve as interim president until July 2026, when the original term ends. This marks the seventh change of president in nine years, underscoring Peru’s ongoing political instability. None of Boluarte’s five predecessors in office managed to complete the five-year term established by the Constitution and several former presidents are in prison or prosecuted in judicial proceedings.

In October 2019, Chile saw significant protests associated with economic conditions which resulted in the declaration of a state of emergency in several major cities. The protests in Chile began over criticisms about social inequality, lack of quality education, weak pensions, increasing prices and low minimum wage. If social unrest in Chile were to intensify again, it could lead to operational delays or adversely impact our ability to operate in Chile.

On October 25, 2020, Chile widely approved a referendum to redraft the constitution via constitutional convention. The election for selecting the 155-member constitutional convention took place on May 15 and 16, 2021. On July 4, 2021, the constitutional convention was convened for a nine-month period, with the possibility of a one-time, three-month extension, to present a new constitution. The proposed constitution was finalized on July 4, 2022. On September 4, 2022, a referendum was held, in which the proposed constitution was rejected by a margin of 62% to 38% of voters. On December 12, 2022, Chilean lawmakers announced that they had agreed to a document entitled “*Acuerdo por Chile*” (Agreement for Chile). This document marked the establishment of a new consensus and served as foundation for redrafting the new proposed constitution. The second proposed constitution was finalized on October 30, 2023. On

December 17, 2023, a referendum was held, in which the proposed constitution was rejected by a margin of 55% to 45% of voters.

Chile held presidential elections in November and December 2025, in which right-wing candidate José Antonio Kast won the presidency with a vast majority representing approximately 58% of the votes. The current president, Gabriel Boric, who has held office since 2022, is expected to remain in office until transferring the presidency to President-elect Kast, scheduled for March 11, 2026. Kast, a conservative political figure, has stated that his administration intends to reactivate the Chilean economy through pro-investment measures, including reducing corporate tax. There can be no assurance that the political transition or the policy changes proposed by the incoming Chilean administration will not adversely affect our business, operating results and financial condition in Chile.

In Ecuador, Guillermo Lasso was elected as President in 2021, for the 2021-2025 period. On May 16, 2023, following the media exposure of the “*Encuentro Case*,” which revealed the connections between the Lasso government and certain members of the Albanian mafia, the National Assembly initiated an impeachment process against President Lasso, for embezzlement. However, the next day, Guillermo Lasso issued an executive decree (*Decreto Ejecutivo 741*), which ordered the dissolution of the National Assembly and called for extraordinary presidential and legislative elections to complete the period. On October 15, 2023, Daniel Noboa was elected as an interim president of the Republic of Ecuador the remainder of the mandate, serving from November 2023 until May 24, 2024. He became the youngest president elected by popular vote in the history of the country at 35 years of age, and the second youngest president in the country’s history. In April 2025, Noboa was reelected for a full four-year term and began his second presidency on May 24, 2025, which is expected to end in 2029.

On January 7, 2024, Adolfo Macias, the leader of a major drug cartel in Ecuador, escaped from prison. This event revealed strong connections between the gangs controlling the prisons in the country and governmental officers, and caused a series of riots and violent attacks across the country, including looting, burning vehicles, shootings, explosions and abductions of police officers and civilians. As a consequence, on January 8, 2024, President Noboa declared a 60-day state of emergency in an attempt to control gang violence, with the support of the army. As a consequence of the ongoing violence, President Noboa extended the state of emergency by 30 days. Moreover, on April 21, 2024, a constitutional referendum was held, in which amendments related to heightened safety measures were accepted.

On August 7, 2022, Gustavo Petro, candidate for the left-wing “Pacto Histórico” party, was elected President of Colombia. Although throughout history elected governments (and the Colombian Congress) have pursued free market economic policies, with almost no economic interventions, we cannot predict whether the policies that could be adopted by the administration would have a negative impact on the Colombian economy or our

business operations and financial performance. Further, regional elections were held on October 29, 2023, to elect governors for the 32 departments in Colombia as well as mayors and members of the local administrative boards of the national territory.

On November 19, 2023, Javier Milei was elected president of the Republic of Argentina for a period of four years. Javier Milei is a right-wing politician and economist, who has proposed a comprehensive overhaul of the country's fiscal and structural policies (among others, to dollarize the economy, privatize state public companies, remove subsidies on public utilities and close the Argentine Central Bank of Argentina). The Argentine Executive Branch has enacted Decree No. 70/2023 contemplating several measures to reduce the size of the public administration and public expenses and to de-regularize the economy. In addition, on June 28, 2024, the Argentine Congress approved Law No. 27,742 (the "Ley de Bases") which (i) declared a public emergency for one year in administrative, economic, financial, and energy matters; (ii) delegated a series of legislative powers to the Argentine Executive Branch for the same period; and (iii) provided for a series of legal, institutional and tax reforms affecting various sectors of the economy. Since taking office, the administration has faced a challenging economic environment. High inflation, persistent fiscal deficits, low investment levels, high unemployment and informal employment rates, and currency depreciation continue to weigh on the economy. In addition, social unrest, strikes, and potential shortages of electricity and natural gas may adversely affect industrial activity and domestic consumption.

Political uncertainty also remains a key risk factor. On September 7, 2025, mid-term legislative elections in the Province of Buenos Aires resulted in a victory for the opposition, while in the national mid-term legislative elections held on October 26, 2025 "La Libertad Avanza" obtained approximately 40.7% of the national vote for the Chamber of Deputies and 42.0% for the Senate. Following the national elections, Argentine financial markets reacted positively, with the peso appreciating against the U.S. dollar, sovereign bonds rising, and equity indices recording significant gains, reflecting improved investor confidence in the continuity of the administration's policies. However, there can be no

assurance that these conditions will be sustained. Political or social opposition to the government's reform measures, adverse external developments, or delays in implementing structural policies could reverse these trends and generate volatility in Argentine financial markets, adversely affecting access to international financing, the value of the Argentine peso, and overall economic stability. In addition, the outcome of these elections may lead to changes in government policies that could impact our business. We cannot assure you whether such changes will occur or, if they occur, estimate their timing or potential effects on our operations and financial condition.

Although conditions throughout Latin America vary from country to country, our customers' reactions to developments in Latin America generally may result in a reduction in passenger traffic, which could materially and negatively affect our financial condition and results of operations.

Because our business relies extensively on third-party service providers, failure of these parties to perform as expected, or interruptions in our relationships with these providers or in their provision of services to us, could have an adverse effect on our financial position and results of operations.

We have engaged a significant number of third-party service providers to perform a large number of functions that are integral to our business, including regional operations, operation of customer service call centers, distribution and sale of airline seat inventory, provision of technology infrastructure and services, performance of business processes, including purchasing and cash management, provision of aircraft maintenance and repairs, catering, ground services, and provision of various utilities and performance of aircraft fueling operations, among other vital functions and services. We do not directly control these third-party service providers, although we do enter into agreements with many of them that define expected service performance. Any of these third-party service providers, however, may materially fail to meet their service performance commitments, may suffer disruptions to their systems that could impact their services, or the agreements with such providers may be terminated. For example, flight reservations booked by customers and/or travel agencies via third-party Global Distribution Systems ("GDSs") may be adversely affected by disruptions in our business relationships with GDS operators or by issues in the GDS's operations. Such disruptions, including a failure to agree upon acceptable contract terms when contracts expire or otherwise become subject to renegotiation, may cause the carriers' flight information to be limited or unavailable for display, significantly increase fees for both us and GDS users, and impair our relationships with customers and travel agencies.

As of May 1, 2023, LATAM group launched a New Distribution Capability ("NDC"), which follows the International Air Transport Association's ("IATA") modernized standard language (XML based) to transmit data. This distribution channel is an alternative for travel agencies across all regions where the group operates, to access our content, and be able to shop, book, and manage orders. While this distribution channel mitigates risks of interruption of our services and lowers our dependency on GDS's technology, we cannot assure that the NDC by LATAM will operate without disruptions that may affect our operations.

The failure of any of our third-party service providers to adequately perform their service obligations, or other interruptions of services including those of NDC by LATAM, may reduce our revenues and increase our expenses or prevent us from operating our flights and providing other services to our customers. In addition, our business, financial performance and reputation could be materially harmed if our customers believe that our services are unreliable or unsatisfactory.

Our financial results are exposed to foreign currency fluctuations.

We prepare and present our consolidated financial statements in U.S. dollars. LATAM and its affiliates operate in numerous countries and face the risk of variation in foreign currency exchange rates against the U.S. dollar or between the currencies of these various countries. Changes in the exchange rate between the U.S. dollar and the currencies in the countries in which the group operates could adversely affect the business, financial condition and results of operations. If the value of the Brazilian real, Chilean peso or other currencies in which revenues are denominated declines against the U.S. dollar, our results of operations and financial condition will be affected. The exchange rate of the Chilean peso, Brazilian real and other currencies against the U.S. dollar may fluctuate significantly in the future.

Changes in Chilean, Brazilian and other governmental economic policies affecting foreign exchange rates could also adversely affect the business, financial condition, results of operations and the return to our shareholders on their common shares or ADSs. We actively manage the Brazilian real to U.S. dollar (R\$/US\$) exchange rate risk by entering into FX derivative contracts and carrying out internal operations for obtaining natural hedging. For further information, see “Item 11. Quantitative and Qualitative Disclosures About Market Risk—Risk of Variation in Foreign Exchange Rates.”

Environmental and Regulatory Risks

Our operations are subject to local, national and international environmental regulations; costs of compliance with applicable regulations, or the consequences of noncompliance, could adversely affect our results, our business or our reputation.

LATAM group's operations are affected by environmental regulations at local, national and international levels. These regulations cover, among other things, emissions into the atmosphere, disposal of solid waste and aqueous effluents, aircraft noise and other activities incident to the business. Future operations and financial results may vary as a result of such regulations. Compliance with these regulations and new or existing regulations that may be applicable to us in the future could increase our cost base and adversely affect operations and financial results. In addition, failure to comply with these regulations could adversely affect us in a variety of ways, including adverse effects on the group's reputation.

In 2016, the ICAO adopted a resolution creating the Carbon Offsetting and Reduction Scheme for International Aviation ("CORSIA"), providing a framework for a global market-based measure to stabilize carbon dioxide ("CO₂") emissions in international civil aviation (i.e., civil aviation flights that depart in one country and arrive in a different country). CORSIA will be implemented in phases, starting with the participation of ICAO member states on a voluntary basis during a pilot phase (from 2021 through 2023), followed by a first phase (from 2024 through 2026) and a second phase (from 2027). Currently, CORSIA focuses on defining standards for monitoring, reporting and verification of emissions from air operators, as well as on defining steps to offset CO₂ emissions after 2020. In order to comply with this strategy, we have developed sustainability strategies focused on climate change and we have taken different measures, such as the alliance with the Cataruben foundation in Colombia, with the objectives of offsetting CO₂ through reducing deforestation and switching to sustainable agriculture practices, amongst others, thus contributing to improve the communities' life quality and the protection of biodiversity. In addition, we have other initiatives in place such as the promotion of SAF with local governments and the lean fuel program which seeks to improve fuel efficiency. In addition, frameworks such as the Emissions Trading System, both in the EU and UK ("EU-ETS" and "UK-ETS"), are regulations related to the European market, where airlines have a pre-established amount of CO₂ emissions for each year, which are then reduced over time, similar to a "cap and trade" system. Airlines must report and verify emissions related to this scheme and surrender the allocated allowances in time in order to comply. Should operations exceed the maximum allocated emissions, airlines must either acquire more from the market or pay the corresponding fee to the authority.

The proliferation of national regulations and taxes on CO₂ emissions in the countries that the group has domestic operations, including environmental regulations that the airline industry is facing in Colombia, where limits

on offsetting programs were included in the Tax Reform of 2022, may also affect the cost of operations and the margins.

In addition to regulatory and compliance risks associated with environmental laws and climate policy frameworks, evolving consumer preferences and societal attitudes related to environmental sustainability could, over time, influence demand for air travel. Some consumers, particularly in certain markets, may express greater concern about the environmental impact of aviation and show increased interest in alternative or lower-emission travel options, which could, over the long term, influence travel patterns and demand for air transportation services. Although global air travel demand has continued to grow overall and there is not yet clear evidence of a material decline in demand directly attributable to such trends, these may negatively impact our revenues and results of operations.

Our business may be adversely affected by the consequences of climate change.

There are regulatory risks associated with the management of climate change in the short and medium term, due to the fact that, in an effort from different countries to contribute to the fight against climate change, there is a tendency to impose economic instruments such as carbon taxes or emissions trading systems that seek to regulate emissions from different industries, including the aviation industry. These mechanisms seek to discourage the consumption of fossil fuels, through imposing an additional cost. However, in the case of the airline industry, especially in the South American region, there is no viable substitute fuel that would allow the industry to migrate to other types of fuels. The related risks present an opportunity to work hand in hand with the relevant governments to implement public policies allowing for progress in the production of sustainable aviation fuels in the region, thus promoting the migration away from fossil fuels and creating policies and instruments relevant to industries such as aviation, which currently has no substitute fuel available in South America. In the long term, there are physical risks associated with climate change, including the risk for greater intensity of meteorological phenomena, such as storms, tornados, hurricanes, floods and others, which in turn may pose a risk to

infrastructure (destinations, airports) and communities. As a consequence, it may be necessary to modify routes and destinations, which in turn may affect our business and results of operations.

The business is highly regulated and changes in the regulatory environment in the different countries may adversely affect our business and results of operations.

Our business is highly regulated and depends substantially upon the regulatory environment in the countries in which the group operates or intends to operate. For example, price controls on fares may limit our ability to effectively apply customer segmentation profit maximization techniques (“passenger revenue management”) and adjust prices to reflect cost pressures. High levels of government regulation may limit the scope of our operations and our growth plans. The possible failure of aviation authorities to maintain the required governmental authorizations, or our failure to comply with applicable regulations, may adversely affect our business and results of operations.

Our business, financial condition and results of operations may be adversely affected by changes in policy or regulations at the federal, state or municipal level in the countries in which the group operates, involving or affecting 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 the United States and South America, particularly in Brazil, Chile and Peru, among others.

For example, the Brazilian federal government has frequently intervened in the domestic economy and made drastic changes in policy and regulations to control inflation and affect other policies and regulations. This has required the federal government to increase interest rates, change taxes and social security policies, implement price controls, currency exchange and remittance controls, devaluations, capital controls and limits on imports.

Uncertainty over whether the Brazilian federal 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. These and other developments in the Brazilian economy and governmental policies may adversely affect us and our business and results of operations and may adversely affect the trading price of our common shares and ADSs.

We are also subject to international bilateral air transport agreements that provide for the exchange of air traffic rights between the countries where the group operates, and we must obtain permission from the applicable foreign governments to provide service to foreign destinations. There can be no assurance that such existing bilateral agreements will continue, or that we will be able to obtain more route rights under those agreements to accommodate our future expansion plans. Certain bilateral agreements also include provisions that require substantial ownership or effective control. Any modification, suspension or revocation of one or more bilateral agreements could have a material adverse effect on our business, financial condition and results of operations. The suspension of our permits to operate to certain airports or destinations, the inability for us to obtain favorable take-off and landing authorizations at certain high-density airports or the imposition of other sanctions could also have a negative impact on our business. We cannot be certain that a change in ownership or effective control or in a foreign government's administration of current laws and regulations or the adoption of new laws and regulations will not have a material adverse effect on our business, financial condition and results of operations.

We are subject to anti-corruption, anti-bribery, anti-money laundering and antitrust laws and regulations in Chile, Brazil, Peru, Colombia, the United States and in the various other countries in which we operate. Violations of any such laws or regulations could have a material adverse impact on our reputation, results of operations and financial condition.

We are subject to anti-corruption, anti-bribery, anti-money laundering, antitrust and other international laws and regulations and are required to comply with the applicable laws and regulations of all jurisdictions where the group operates. In addition, we are subject to economic sanctions regulations that restrict dealings with certain sanctioned countries, individuals and entities. There can be no assurance that internal policies and procedures will be sufficient to prevent or detect all inappropriate practices, fraud or violations of law by affiliates, employees, directors, officers, partners, agents and service providers or that any such persons will not take actions in violation of our policies and procedures. Any violations by us of laws or regulations could have a material adverse effect on the business, reputation, results of operations and financial condition.

We are subject to risks relating to litigation and administrative proceedings that could adversely affect our business and financial performance in the event of an unfavorable ruling.

The nature of the business exposes us to litigation relating to labor, insurance and safety matters, regulatory, tax and administrative proceedings, governmental investigations, tort claims and contract disputes. Litigation is inherently costly and unpredictable, making it difficult to accurately estimate the outcome among other matters. Currently, as in the past, we are subject to proceedings or investigations of actual or potential litigation. Although we establish accounting provisions as we deem necessary, the amounts that we reserve could vary significantly from any amounts we actually have to pay due to the inherent uncertainties in the estimation process. We cannot assure you that these or other legal proceedings will not materially affect the business. For further information, see “Item 8. Financial Information—A. Consolidated Financial Statements and Other Financial Information—Legal and Arbitration Proceedings” and Note 30 to our audited consolidated financial statements included in this annual report on Form 20-F.

Rapid technological advancements and digitalization could generate risks in implementation and regulatory control.

Globally, there have been large advances in processes of digitization and technological innovation. These new technologies could generate new risks in their implementation that could impact us directly or indirectly. As an example, at the beginning of 2022, the implementation of 5G in the United States had a temporary impact on operations at certain airports and generated a review by the Federal Aviation Administration (“FAA”) on the specific requirements for its implementation. In the past three years widespread adoption and growth of generative artificial

intelligence systems brought significant innovation and advancement in our operations. However, these technologies also pose risks that would require a regulatory framework to effectively address them. While LATAM is working on internal policies to regulate the use of these technologies, all processes of digitization and technological innovation may be exposed to risks and may need to adjust to comply with future regulatory frameworks.

Similarly, the rapidly increasing technological transformation may advance faster than the review and control capacity of the authorities and the knowledge about the effects of their possible impacts, which could affect us directly or indirectly in ways we cannot foresee.

Our reputation and brand could be adversely impacted if we fail to make progress towards achieving our environmental sustainability goals.

Our reputation and brand could also be adversely impacted by, among other things, failure to make progress toward and achieve our environmental sustainability goals, as well as public pressure from investors or policy groups to change our policies or negative public perception of the environmental impact of air travel. For example, we are committed to significantly reducing our carbon emissions, with the long-term ambition of achieving carbon neutrality by 2050. Achieving this will continue requiring significant capital investment from manufacturers and other stakeholders, as we are unable to achieve these long-term goals using our existing fleet, current technologies and available fuel sources. We remain focused on our climate strategy and transition plan; however, our ability to execute on such a plan is subject to substantial risks and uncertainties, as it is dependent on the actions of governments and third parties and will continue requiring, among other things, significant capital investment, including from third parties, research and development from manufacturers and other stakeholders, along with government policies and incentives to reduce the cost, and incentive production of technologies that are not available at scale. Significant damage to our reputation and brand could have a

material adverse effect on our business and financial results, including as a result of litigation related to any of these matters.

Risks Related to Our Indebtedness

We have substantial liquidity needs and continue to pursue various financing options. Our business may be adversely affected if we are unable to service our debt or meet our future financing requirements.

We have a high degree of debt and payment obligations under our aircraft leases and financial debt arrangements. We require significant amounts of financing to meet our aircraft capital requirements and may require additional financing to fund our other business needs. We cannot guarantee that we will have access to or be able to arrange for financing in the future on favorable terms. Higher financing costs could affect our ability to expand or renew our fleet, which in turn could adversely affect our business.

In addition, a substantial portion of our assets is subject to liens securing our indebtedness, including our secured bonds and loans. In the event that we fail to make payments on our bonds and loans, creditors' enforcement of liens could limit or end our ability to use the affected property and equipment to fulfill our operational needs and thus generate revenue. For further information, related to current contractual obligations, see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Sources of Financing—Long Term Indebtedness."

Moreover, external conditions in the financial and credit markets may limit the availability of funding or increase its costs, which could adversely affect our profitability, our competitive position and result in lower net interest margins, earnings and cash flows, as well as lower returns on shareholders' equity and invested capital. Factors that may affect the availability of funding or cause an increase in our funding costs include global macro-economic crises, reductions in our credit rating or in that of our issuances, and other potential market disruptions.

We have significant exposure to SOFR and other floating interest rates; increases in interest rates will increase our financing costs and may have adverse effects on our financial condition and results of operations.

Because the publication of LIBOR was discontinued on June 30, 2023, we have amended our derivative and debt contracts to replace the LIBOR rate for the Secured Overnight Financing Rate ("SOFR") as an alternative rate as convened by the Alternative Reference Rates Committee ("ARRC"). SOFR will fluctuate with changing market conditions and, as SOFR increases, our interest expense will mechanically increase, which could have an adverse effect on our total financing costs. As of December 31, 2025, our variable interest rate debt amounted to US\$1.4 billion.

We may be unable to adequately adjust our prices to offset any increased financing costs, which would have an adverse effect on our results of operations. If we are unable to adequately adjust our prices, our revenue might not be sufficient to offset the increased payments due under our loans and this would adversely affect our financial condition and results of operations. In addition, there is no guarantee that SOFR or other replacement rates for LIBOR will maintain market acceptance. See also the discussion of interest rate risk in “Item 11. Quantitative and Qualitative Disclosures About Market Risk—Risk of Fluctuations in Interest Rates.”

Our debt agreements contain various affirmative, negative and financial covenants, which could limit our ability to conduct our business. A breach of certain negative covenants could also trigger an event of default and acceleration of our indebtedness.

Certain of our debt instruments, including our (i) 7.875% Senior Secured Notes due 2030 (the “2030 Notes”) and (ii) 7.625% Senior Secured Notes due 2031 (the “2031 Notes”), contain an asset coverage ratio and certain limitations to the incurrence of additional indebtedness by us and our subsidiaries. A decline in this coverage ratio, including due to factors that are beyond our control, could require us to post additional collateral, trigger an increase in the annual interest rates stipulated under our various debt instruments, or an event of default. The proceeds from the 2031 Notes were used to repay in full our outstanding US\$700 million 13.375% secured notes due 2029 (the “2029 Notes”). The 2029 Notes were issued as a part of our Chapter 11 exit financing. The 2031 Notes are secured by the same collateral as the outstanding 2030 Notes. Additionally, almost all collateral associated with LATAM’s cargo business has been released, in line with conditions previously disclosed. The 2031 Notes were offered exclusively to qualified institutional buyers in the United States and non-U.S. persons under applicable exemptions and were not registered under U.S. securities laws.

Complying with certain of the covenants in our debt agreements and other restrictive covenants that may be contained in any future debt agreements could limit our ability to operate our business and to take advantage of business opportunities that are in our long-term interest. See Note 31 of our audited consolidated financial statements.

While the covenants in our debt agreements are subject to important exceptions and qualifications, if we fail to comply with them and are unable to obtain a waiver or amendment, refinance the indebtedness subject to these covenants or take other mitigating actions, an event of default would result. These arrangements also contain other events of default customary for such financings. If an event of default were to occur, the lenders or noteholders could, among other things, declare outstanding amounts due and payable and where applicable and subject to the terms of relevant collateral agreements, repossess collateral, including aircraft or other valuable assets. In addition, an event of default or acceleration of indebtedness under one agreement could result in an event of default under another of our debt instruments. The acceleration of significant indebtedness could require us to seek to renegotiate, repay or refinance the obligations under our debt arrangements, and there is no assurance that such renegotiation or refinancing efforts would be successful.

Risks Relating to our Common Shares and ADRs

Our major shareholders may have interests that differ from those of ADSs holders.

As of December 31, 2025, our major shareholders beneficially owned, in the aggregate, approximately 46% of our common shares. Each of these shareholders could have interests that may differ from those of other shareholders, including our ADSs holders.

The market perception of a secondary offering could create downward pressure on the market price of our common shares and ADRs.

A portion of our common shares is held by certain shareholders disclosed in Item 7 and signatories to the RRA, who may initiate a secondary offering and approximately 26% of our common shares are held by shareholders who have agreed amongst themselves or as part of the subscription of the Company's convertible notes Series H and the conversion thereof into common shares of the Company not to sell such shares until November 2026 (the "Long-Term Sale Limitations"). However, the Long-Term Sale Limitations could be amended, waived or otherwise modified in most cases without the consent or knowledge of the investors. Accordingly, while any share can be sold at any time, the market perception of a potential large-scale sale of our common shares could create downward pressure on the market price of our ADSs.

In the future, we may also issue additional common shares if we need to raise capital, which could constitute a material portion of our then-issued and outstanding common stock. Any such issuances may dilute your

ownership interest in the Company if preemptive rights are not exercised in a timely manner and have an adverse impact on the price of the ADSs or the common shares underlying the ADSs.

The market price of ADSs may be volatile, which could cause the value of your investment to decline.

Numerous factors, including many over which we have no control, may have a significant impact on the market price of the ADSs or the common shares underlying the ADSs. These risks include those described or referred to in this “Risk Factors” section, as well as, among other things:

- our operating and financial performance and prospects;
- our ability to repay our debt;
- our access to financial and capital markets to refinance our debt or replace the existing credit facilities;
- investor perceptions of us and the industry and markets in which we operate;
- our dividend policy and capital allocation;
- future sales of equity or equity-related securities;
- announcements by third parties of significant claims or proceedings against us;

- changes in, or results that vary from, earnings estimates or buy/sell recommendations by analysts; and
- general financial, domestic, economic and other market conditions.

All of these factors could materially adversely affect the price of the ADSs or the common shares underlying the ADSs. The market price of the ADSs may decline below your initial acquisition price, and you may not be able to sell your ADSs at or above the price you paid for, or at all.

In addition, our common shares are listed on the Santiago Stock Exchange (SSE) and the Electronic Stock Exchange (ESE), both in Chile. Chilean securities markets are substantially smaller, less liquid and more volatile than major securities markets in the United States. Chilean securities markets may be materially affected by developments in other emerging markets, particularly other countries in Latin America. Accordingly, although you are entitled to withdraw the common shares underlying the ADSs from the depositary at any time, your ability to sell the common shares underlying ADSs in the amount and at the price and time of your choice may be substantially limited. This limited trading market could increase the price volatility of the ADSs or the common shares underlying the ADSs, which could also result in price disparity between the trading prices of the two.

Holders of ADSs may be adversely affected by their limited voting rights.

Holders of ADSs may exercise voting rights with respect to common shares represented by ADSs only in accordance with the deposit agreement governing the ADSs. Holders of ADSs will face practical limitations in exercising their voting rights because of the additional steps involved in our communications with ADS holders. To exercise their voting rights, holders of ADSs must instruct the ADS depositary on a timely basis on how they wish to vote. Under the terms of the deposit agreement, if holders of ADSs do not provide JP Morgan Chase Bank, N.A., in its capacity as depositary for the ADSs, with timely instructions on the voting of the common shares underlying their ADSs, the depositary will be deemed to have been instructed to give a person designated by the board of directors the discretionary right to vote those common shares. The person designated by the board of directors to exercise this discretionary voting right may have interests that are aligned with certain of our major shareholders, which may differ from those of our other shareholders. Historically, our board of directors has designated its Chairman to exercise this right, but there is no guarantee that it will do so in the future. The members of the board of directors elected by the shareholders in 2024 designated Mr. Ignacio Cueto, to serve in this role. Mr. Cueto is a member of the Cueto Group, one of our major shareholders.

Holders of ADSs may be adversely affected by currency devaluations and foreign exchange fluctuations.

If the Chilean peso exchange rate falls relative to the U.S. dollar, the value of the ADSs and any distributions made thereon from the depositary could be adversely affected. Cash distributions made in respect of the ADSs are received by the depositary (represented by the custodian bank in Chile) in pesos, converted by the custodian bank into U.S. dollars at the then-prevailing exchange rate and distributed by the depositary to the holders of the ADRs evidencing those ADSs. In addition, the depositary will incur foreign currency conversion costs (to be borne by the holders of the ADRs) in connection with the foreign currency conversion and subsequent distribution of dividends or other payments with respect to the ADSs.

Future changes in Chilean foreign investment controls and withholding taxes could negatively affect non-Chilean residents that invest in our shares.

Equity investments in Chile by non-Chilean residents have been subject in the past to various exchange control regulations that govern investment repatriation and earnings thereon. Although not currently in effect, regulations of the Central Bank of Chile have in the past imposed such exchange controls. Nevertheless, foreign investors or custodians (as applicable, whether investments are made directly or through such custodian) still have to provide the Central Bank of Chile with information related to equity investments in accordance with the provisions set forth in the compendium of Foreign Exchange Regulations (Compendio de Normas de Cambios Internacionales) of the Central Bank of Chile, as amended from time to time, including the amendment to become in effect on January 1, 2026 as a result of the resolution adopted by the Council of the Central Bank of Chile in its meeting held on January 25, 2024. Although the custodian for the ADS depositary is currently responsible for providing such information with respect to the ADS program to the Central

Bank of Chile, we cannot predict what information Chilean regulators may require from holders of ADSs in the future. Furthermore, any changes in withholding taxes could negatively affect non-Chilean residents that invest in our shares.

We cannot assure you that additional Chilean restrictions applicable to the holders of ADSs, the disposition of the common shares underlying ADSs or the repatriation of the proceeds from an acquisition, a disposition or a dividend payment, will not be imposed or required in the future, nor could we make an assessment as to the duration or impact, were any such restrictions to be imposed or required. For further information, see “Item 10. Additional Information—D. Exchange Controls—Foreign Investment and Exchange Controls in Chile.”

Our ADS holders may not be able to exercise preemptive rights in certain circumstances.

Chilean Corporate Law requires Chilean corporations to offer existing shareholders the right to subscribe a sufficient number of shares to maintain their existing percentage of ownership in a company whenever that corporation issues new shares for cash, subject to certain exceptions. Under this requirement, any preemptive rights will be offered by us to the depositary as the registered owner of the common shares underlying the ADSs, but holders of ADSs and shareholders located in the United States will not be allowed to exercise preemptive rights with respect to new issuances of shares by us unless a registration statement under the Securities Market Act is effective with respect to those common shares or an exemption from the registration requirements thereunder is available.

To the extent that a holder of our ADSs is unable to exercise its preemptive rights because a registration statement has not been filed, the depositary may attempt to sell the holder’s preemptive rights in Chile and distribute the net proceeds of the sale, net of the depositary’s fees and expenses, to the holder, provided that a secondary market for those rights exists and a premium can be recognized over the cost of the sale. A secondary market for the sale of preemptive rights can be expected to develop if the subscription price of the shares of our common stock upon exercise of the rights is below the prevailing market price of the shares of our common stock. However, we cannot assure you that a secondary market in preemptive rights will develop in connection with any future issuance of shares of our common stock or that, if a market develops, a premium can be recognized on their sale. Amounts received in exchange for the sale or assignment of preemptive rights relating to shares of our common stock will be taxable in Chile and in the United States. The inability of holders of ADSs to exercise preemptive rights in respect of common shares underlying their ADSs could result in a change in their percentage ownership of common shares following a preemptive rights offering. If a secondary market for the sale of preemptive rights does not develop and such rights cannot be sold, they will expire, and a holder of our ADSs will not realize any value from the grant of the preemptive rights. In either case, the equity interest of a holder of our ADSs in us will be diluted proportionately.

We are not required to disclose as much information to investors as a U.S. issuer is required to disclose and, as a result, you may receive less information about us than you would receive from a comparable U.S. company.

The corporate disclosure requirements that apply to us may not be equivalent to the disclosure requirements that apply to a U.S. company and, as a result, you may receive less information about us than you would receive from a comparable U.S. company. We are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The disclosure requirements applicable to foreign issuers under the Exchange Act are more limited than the disclosure requirements applicable to U.S. issuers. Publicly available information about issuers of securities listed on Chilean stock exchanges also provides less detail in certain respects than the information regularly published by listed companies in the United States or in certain other countries. Furthermore, there is a lower level of regulation of the Chilean securities market and of the activities of investors in such markets as compared with the level of regulation of the securities markets in the United States and in certain other developed countries. For further information, see “Item 16G. Corporate Governance.”

Shareholders may have fewer and less well-defined shareholders’ rights than if they owned shares of a company in the United States.

Our corporate affairs are governed by our by-laws and the laws of Chile. Under such laws, our shareholders may have fewer or less well-defined rights than they might have as shareholders of a corporation incorporated in a U.S. jurisdiction. Holders of ADSs are not entitled to directly attend shareholders’ meetings, and, if given the right to vote, they may only vote through the ADS depositary.

Under Chilean law, a shareholder is required to be registered in our shareholders' registry at midnight on the fifth business day prior to a shareholders' meeting in order to vote at such meeting. A holder of ADSs will not be able to meet this requirement and accordingly is not entitled to vote at shareholders' meetings because the shares underlying the ADSs will be registered in the name of the ADS depository. While a holder of ADSs is entitled to instruct the ADS depository as to how to vote the shares represented by ADSs in accordance with the procedures provided for in the Deposit Agreement, a holder of ADSs will not be able to vote its shares directly at a shareholders' meeting or to appoint a proxy to do so. In certain instances, a discretionary proxy may vote our shares underlying the ADSs if a holder of ADSs does not instruct the ADS depository with respect to voting.

Lawsuits against us brought outside of Chile, or complaints against us based on foreign legal concepts, may be unsuccessful.

Our company is a publicly held stock corporation (sociedad anónima abierta) incorporated under the laws of the Republic of Chile. Most of our directors and officers, taken as a whole, reside outside the United States, including in Chile. All or a substantial portion of the assets of these persons are located outside the United States. As a result, if any of our shareholders, or holders of ADSs, were to bring a lawsuit against our officers or directors in the United States, it may be difficult for them to effect service of legal process within the United States upon these persons. Likewise, it may be difficult for them to enforce judgments obtained in United States courts based upon the civil liability provisions of the federal securities laws in the United States against them in the United States.

In addition, there is no treaty between the United States and Chile providing for the reciprocal enforcement of foreign judgments. However, Chilean courts have enforced judgments rendered in the United States, provided that the Chilean court finds that the United States court respected basic principles of due process and public policy. Nevertheless, there is doubt as to whether an action could be brought successfully in Chile on the basis of liability based solely upon the civil liability provisions of the United States federal securities laws.

ITEM 4 INFORMATION ON THE COMPANY

A. History and Development of the Company

General

LATAM Airlines Group is a Chilean-based airline and holding company that changed its name from LAN Airlines S.A. after its merger with TAM of Brazil in 2012. TAM continues to exist as a subsidiary of LATAM. LATAM Airlines Group and its affiliates are primarily involved in the transportation of passengers and cargo and operate as one unified business enterprise. During 2016, we began the transition of unifying LAN and TAM into a single brand: LATAM.

LATAM's airline holdings include LATAM and its affiliates in Chile, Peru, Argentina, Colombia and Ecuador, and LATAM Cargo and its affiliate LANCO (in Colombia), as well as TAM and its affiliates LATAM Airlines Brazil, LATAM Airlines Paraguay, ABSA and Multiplus S.A. ("Multiplus"). LATAM Airlines Group is a publicly traded corporation listed on the Santiago Stock Exchange ("SSE"), the Chilean Electronic Exchange, under the ticker symbol "LTM," and the NYSE since July 25, 2024, under the ticker symbol "LTM." LATAM Airlines Group has a market capitalization of US\$15,507 million as of December 31, 2025.

LATAM's history goes back to 1929, when the Chilean government founded LAN. In 1989, the Chilean government sold 51.0% of LAN's capital stock to Chilean investors and to the Scandinavian Airlines System. In 1994, the Cueto Group, one of LATAM's current shareholders, acquired 98.7% of LAN's stock, including the remaining shares then held by the Chilean government. In 1997, LAN became the first Latin American airline to list its shares (which trade in the form of ADSs) on the New York Stock Exchange.

Over the last decades, LATAM group has significantly expanded its passenger operations in Latin America, initiating services in Peru in 1999, Ecuador in 2003, Argentina in 2005, and Colombia in 2010. Moreover, since June 2012, the Brazilian affiliate, LATAM Airlines Brazil, has been a leading domestic and international airline offering flights throughout Brazil with a strong domestic market share, international passenger services and significant cargo operations.

As a result of the COVID-19 pandemic and its profound impact on worldwide travel and our operations, on May 26, 2020, LATAM Airlines Group and 28 affiliates (the "Initial Debtors") filed their petitions for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, (as amended, the "Bankruptcy Code"), with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On July 7, 2020 and July 9, 2020 nine

additional affiliates of LATAM Airlines Group (the “Subsequent Debtors,” and together with the Initial Debtors, the “Debtors”) filed their petitions for relief under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court. Additional parallel and ancillary proceedings were filed in the Cayman Islands, Colombia, Perú and Chile. In June 2020, LATAM Airlines Argentina announced its indefinite cessation of passenger and cargo operations. Following a series of relevant milestones with respect to LATAM’s Chapter 11 Restructuring, the Company emerged from its reorganization process on November 3, 2022. For more information on the Chapter 11 Restructuring, see “Item 3.

Key Information—Risk

Factors—Risks Related to our Indebtedness” and “Item 8. Financial Information—A. Consolidated Financial Statements and Other Financial Information” and “Item 4. Information on the Company—B. Business Overview—Chapter 11 Proceedings through 2022.” in our annual report on Form 20-F for the fiscal year ended December 31, 2022, filed with the SEC on March 9, 2023.

LATAM has a single series of shares of Common Stock, without par value, listed on Chilean Stock Exchange and ADSs evidenced by American Depositary Receipts, each representing 2,000 shares of Common Stock, traded on the NYSE under the ticker symbol “LTM.” The ADSs were relisted on the NYSE on July 25, 2024, following its delisting in June 2020 after entering into the Chapter 11 Restructuring. The relisting occurred following the pricing of a public secondary offering by certain of the LATAM’s shareholders to sell 19,000,000 ADSs at a price of US\$24.00 per ADS (the “re-IPO”) On August 28, 2024, 1,773,026 additional ADSs were sold by the Company’s shareholders pursuant to the underwriters’ overallotment option. The Company did not receive any proceeds from the sale of ADSs by the selling shareholders. For further information on offerings of our common stock and ADSs, see “Item 9. The Offer and Listing—A. Offer and Listing Details.”

Our principal executive offices are located at Presidente Riesco 5711, 20th floor, Las Condes, Santiago, Chile and our general telephone number at this location is (56-2) 2565-3844. We have designated LATAM Airlines Group S.A. Inc. as our agent in the United States, located at 6500 NW 22nd Street, Miami, Florida 33122. Our Investor Relations website address is ir.latam.com. Information obtained on, or accessible through, this website is not incorporated by reference herein and shall not be considered part of this annual report on Form 20-F. For more information, contact Andrés del Valle, Vice President of Corporate Finance, at InvestorRelations@latam.com.

The SEC maintains an internet site at <http://www.sec.gov> that contains reports, information statements, and other information regarding issuers that file electronically with the SEC.

Capital Expenditures

For a description of our capital expenditures, see “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Sources of Financing— Capital Expenditures.”

B. Business Overview

General

LATAM group is the leading airline group in South America, as measured by ASK, and the 13th largest airline groups in the world, based on available seats flown as of December 31, 2025. LATAM Airlines Group and its affiliates provide domestic services in Brazil, Chile, Peru, Colombia and Ecuador, as well as regional flights and long-haul operations. LATAM group carries out cargo operations using both belly space on passenger flights and dedicated freighter aircraft. The group also offers complementary services, such as ground handling, courier, logistics, and maintenance. As of December 31, 2025, LATAM group has a consolidated fleet of 371 aircraft, including 20 dedicated cargo freighters, and employs 41,125 people.

In 2025, LATAM group transported approximately 87 million passengers and was ranked as the number one carrier by domestic market share in every domestic aviation market in South America in which it operates, with the exception of Colombia, where it ranked second. It also maintains the largest overall passenger network to and from South America for aircraft with more than 20 seats, offering passenger service to 134 destinations in South America (60 destinations in Brazil, 17 in Colombia, 17 in Chile, 19 in Peru, 7 in Ecuador, and 14 in other South American countries), as well as 25 international long-haul destinations across the world (14 in North and Central America, 8 in Europe, 3 in Oceania and 1 in Africa).

As of December 31, 2025, LATAM group offers passenger services to 160 destinations in 27 countries and territories and cargo services to 170 destinations, including 10 cargo-only locations, across 31 countries and territories, 4 of which are cargo-only. These services are supported by a strong demand for air travel within the region and in the international markets where LATAM group operates.

LATAM group's global reach is further strengthened by key strategic partnerships, code-sharing agreements, commercial alliances and its joint venture agreement with Delta Air Lines, Inc. ("Delta"). As of December 31, 2025, LATAM group, through various passenger agreements, offers service to 157 destinations in North America, 23 in South America, 81 in Europe, 18 in Oceania, 27 in Asia, 23 in Africa, 19 in the Middle East and 2 in Central America. In 2025, LATAM and Delta celebrated the third anniversary of their Joint Venture Agreement. By December 31, 2025, this partnership operated nine new routes that were launched since the start of the joint venture and increased frequencies, significantly enhancing connectivity between South America and North America.

LATAM group is the largest air cargo group carrier in South America, as measured by its cargo fleet, and plays a key role in the transportation of essential goods, supporting supply chains and export industries. The group also operates LATAM Pass, which, according to publicly information, is positioned as the largest airline loyalty program in South America and the eighth largest airline loyalty program in the world by number of members.

Competitive Strengths

LATAM group's strategy is to remain the leading airline group in South America. LATAM is the only airline group in the region with a domestic presence in five markets, as well as regional flights and long-haul operations to four continents. As a result, the LATAM group has geographical diversity and operational flexibility, as well as a proven track record of acting quickly to adapt its business to economic challenges. Moreover, the foundation of LATAM group's unique network and market share in a region with growth potential and the focus on our existing competitive strengths, will allow us to continue building our business model and fuel our future growth. We believe our most important competitive strengths are:

- **Leader in the South American Airlines Space, with a Unique Network and Market Share among Global Airlines**

Through a successful regional expansion strategy, LATAM group has become the leading international and domestic passenger airline group in South America as measured by ASKs in 2025. LATAM and its affiliates have domestic passenger operations in Chile, Brazil, Peru, Colombia and Ecuador. We are also the largest group of operators of regional flights as measured by ASKs in 2025, connecting the main cities and also some secondary cities in South America. Furthermore, through our significant presence in the largest hubs in South America —Santiago, Lima and São Paulo— we believe that we are able to offer the best connectivity options between South America and the rest of the world.

- **A Geographically Diversified Revenue Base, including both Passenger and Cargo Operations**

LATAM group's operations are highly geographically diversified, including domestic operations in five countries, as well as operations within South America and connecting South America with various international

destinations. According to the 2025 annual ASKs, 52.9% of the group’s operations are international, 16.2% domestic Spanish speaking countries and 30.9% domestic Brazil. We believe this provides resilience to external shocks that may occur in any particular market. Furthermore, we believe that one of our distinct competitive advantages is the ability to profitably integrate scheduled passenger and cargo operations. We take into account potential cargo services when planning passenger routes, and also serve certain dedicated cargo routes using freighter aircraft when needed. By adding cargo revenues to existing passenger service, there is an increase in the productivity of assets and we are able to maximize revenue, reducing the break-even load factors and enhancing the per flight profitability. Additionally, we believe that this revenue diversification helps offset seasonal revenue fluctuations and reduces the volatility of the business over time. For the year ended December 31, 2025, passenger, cargo and other income accounted for 87.0%, 11.4% and 1.6% of total revenues, respectively.

- **Modern Fleet and Optimized Fleet Strategy**

The average age of our passenger fleet was approximately 11.9 years as of December 31, 2025. Additionally, LATAM has continued its ambitious fleet renewal plan based entirely on new technology aircraft, which includes 78 new Airbus A320-Family Aircraft, 15 new Boeing 787-9 to be delivered by 2030 and the inclusion of 24 Embraer which are expected to be delivered between the fourth quarter of 2026 and the end of 2027. In addition, the group has entered into

agreements with various lessors to receive an additional 22 aircraft through 2028. For further information, see Note 16 to our consolidated financial statements.

LATAM selects aircraft based on the ability to effectively and efficiently serve the short- and long-haul flight needs, while still striving to reduce operational complexity by minimizing the number of different aircraft types that the group operates.

The fleet plan as of December 31, 2025, includes a short-haul fleet formed exclusively by aircraft from the A320-family, with a focus on the A321 and A320neo (Neo: New Engine Option), a more efficient version of the A320; which we introduced into our fleet in 2016, becoming then the first airline in Latin America to fly this model. For long-haul passenger flights, we operate the Boeing 787-8, the Boeing 787-9, the Boeing 767-300ER, the Boeing 777-300ER and the Airbus A330-200 (through wet lease). The Boeing 787 model allows LATAM group to achieve important savings in fuel consumption, while incorporating modern technology to deliver the best travel experience for LATAM's passengers. For cargo flights, we operate Boeing 767-300F aircraft.

- **Strong Brand Teamed with Key Global Strategic Alliances**

In 2025, LATAM was recognized by the Skytrax World Airline Awards as the “Best Airline in South America” for the sixth consecutive year, and was also recognized for having the “Best Cabin Crew” and “Best Business Class” in South America, along with other recognitions related to on-board service and lounge facilities. In addition, LATAM was recognized for the fourth consecutive year with the highest rating in the APEX 2026 Global Airlines Ranking as a “Five Star Global Airline.” It was also acknowledged by the APEX Passengers’ Choice Awards for having the “Best Entertainment,” as well as, the “Best Food and Beverage” service in South America.

In 2025, LATAM was recognized by the World Travel Awards as South America’s leading airline for the eleventh consecutive year and as “South America’s Leading Airline Brand.”

Also in 2025, LATAM was recognized in four categories at the PAX Readership Awards, including Best Inflight Entertainment and Connectivity, Best Cabin Interior for its new Premium Business cabins, Best Airline Food Service in South America, and Best Lounge in South America for the LATAM Lounge in Santiago, Chile.

On the cargo side, LATAM Cargo Group was named “Cargo Airline of the Year 2025” by Air Cargo News, becoming the only South American winner across all categories. This recognition highlights the group’s operational excellence, innovation, and customer service.

Our strategic global alliances and existing commercial agreements provide our customers with access to more destinations worldwide, a combined reservations system, itinerary flexibility and various other benefits, which substantially enhance our competitive position within the Latin American market. See “—Passenger Alliances and Commercial Agreements.”

- **Recognized Loyalty Program**

Our airline loyalty program, LATAM Pass, is the leading airline loyalty program in South America and the eighth largest airline loyalty program in the world, as measured by total number of members, with strong participation rates and brand recognition by our customers. Customers in the program earn miles and points based on the price paid for the ticket, class of ticket purchased, and elite level, as well as by using the services of outside partners in the program. We believe that our program is attractive to customers because it does not impose restrictions on those flights for which points can be redeemed, or limit the number of seats available on any particular flight to members using the loyalty program. LATAM

Pass members can also accrue and redeem points for flights on other airlines with whom we have bilateral commercial agreements. See “—Passenger Marketing and Sales—Loyalty Program.”

In 2024, LATAM Pass was recognized by the Frequent Traveler Awards 2024 as the “Airline Loyalty Program of the Year in the Americas” for the second consecutive year and the “Best Earning & Redemption Ability in the Americas.”

Business Strategy

Our purpose is to elevate every single journey.

Our mission is to connect Latin America with itself and the world through an extensive network of passengers and cargo transportation, operating with safety and care for our customers, while maintaining a balance between economic growth, efficiency, environmental care, and social well-being.

Our vision is to be the leading airline group in Latin America, recognized for its commitment to social responsibility and its focus on being fair, empathetic, transparent, and simple in its relationships with employees, customers, and other key stakeholders.

In order to achieve our purpose and vision, the principal areas on which we plan to focus our efforts going forward are as follows:

- **Dedicated to providing the best solutions to our customers**

We are committed to being a leading airline group by delivering the best solutions that combine a wide network, an unmatched customer experience, and a dedicated culture of service.

Our success is driven by a passionate and highly committed workforce that prioritizes operational excellence and exceptional service. By fostering a culture of development, diversity, and inclusion, we empower our employees to grow and to reflect the dynamic societies we serve. Effective talent management, equitable compensation, and an unwavering focus on safety enable our teams to deliver a reliable and attentive experience to every customer.

LATAM is the only airline group in South America with a local presence in five South American domestic markets, coupled with its intra-regional and long-haul operations, which enables us to offer unparalleled connectivity across the Americas and to the rest of the world. Our extensive route network, supported by key hubs and strategic partnerships, allows us to meet diverse travel needs with competitive prices and seamless options for passengers and cargo clients alike.

Customer satisfaction lies at the core of our mission. We continuously enhance the travel experience by integrating advanced digital technologies, ensuring every interaction is seamless and reliable. From booking to

baggage arrival, we deliver a safe and personalized journey that fosters loyalty through our industry-leading loyalty program. This robust program, along with our commitment to sustainability and a diversified service portfolio, provides passengers with flexibility and value, while reinforcing LATAM group's position in the market.

- **Being a financially strong and healthy airline group**

LATAM group is dedicated to maintaining financial strength and ensuring long-term sustainability through a focus on operational excellence, efficiency, and a robust capital structure. We believe financial discipline to be a competitive advantage and an enabler of strategic optionality. By combining these pillars, we position ourselves as a resilient airline group capable of navigating industry challenges and seizing future opportunities.

Operational excellence remains central to our strategy. We prioritize safety as an absolute commitment, safeguarding employees, passengers, and cargo clients by implementing best practices and preventive measures. Punctuality is another cornerstone of our operations, reflecting our respect for our customers' time and ensuring flights adhere to schedules. To further enhance reliability, we proactively manage risks with updated practices and collaborate closely with suppliers to ensure seamless operations and mutual growth.

Our dedication to financial efficiency is reflected in our efforts to maintain a competitive cost structure and continuously improve our efficiency. We believe this approach, aligned with our financial policy and liquidity management, helps ensure we deliver exceptional value while maintaining financial stability and competitiveness.

- **Embracing challenges of the future**

LATAM is committed to shaping a sustainable and innovative future by fostering social, environmental, and economic development across the countries where we operate. Through a dual focus on sustainability and digital transformation, we position ourselves as a leader prepared to meet the evolving demands of the aviation industry while delivering a distinctive value proposition to our customers.

As a social and sustainable player, we strive to create lasting positive impacts by integrating sustainability practices into our operations and fostering long-term relationships with communities and stakeholders. LATAM group's sustainability strategy advances key pillars, including environmental management, climate change, circular economy, and shared value. These efforts reflect our deep responsibility to the regions we serve and are recognized globally, as evidenced by multiple prestigious awards. In 2024, LATAM Cargo was named the "Most Sustainable Cargo Airline in America" by Freightweek, and our onboard services earned the "Best Onboard Sustainability Strategy" from the Onboard Hospitality Awards. Additionally, LATAM group also achieved a remarkable milestone by being included in the Dow Jones Sustainability Index, reaffirming LATAM's position as the most sustainable airline group in the Americas and the fifth globally, as recognized by the Corporate Sustainability Assessment conducted by Standard & Poor's.

Digital transformation is another cornerstone of our strategy, transforming how we work and driving growth, efficiency and loyalty in the business.. By continuously adopting a digital mindset and organizational structure, technological advancements and exploring new opportunities, we ensure daily operations are more efficient and innovative. LATAM group's strategy drives improvements in contingency management and ancillary revenue applications, allowing us to provide timely, transparent information and solutions that strengthen the overall customer experience. Furthermore, we prioritize data security and privacy, implementing robust protective measures to safeguard information and comply with global regulations. The group also strengthens its cybersecurity systems with efficient methodologies and infrastructures, ensuring resilience in our operations and mitigating risks.

By combining sustainability leadership with digital innovation, LATAM group not only addresses the challenges of the future but also delivers exceptional value to its customers, strengthens its market position, and ensures sustainable, long-term operations across the Americas and beyond.

Airline Operations and Route Network

The following tables set forth our operating revenues by activity and point of sale for the periods indicated:

	For the year ended December 31,		
	2025	2024	2023
	(in US\$ millions)		
Total passenger revenues	12,611.5	11,233.3	10,215.1
Total cargo revenues	1,653.5	1,599.8	1,425.4
Total revenues	14,265.1	12,833.0	11,640.5

	For the year ended December 31,		
	2025	2024	2023
	(in US\$ millions)		
Peru	1,285.7	1,127.5	988.9
Argentina	317.2	239.4	244.4
United States	1,446.1	1,324.0	1,044.8
Europe	1,100.2	957.0	800.9
Colombia	741.9	669.2	662.3
Brazil	6,098.6	5,512.5	5,006.4
Ecuador	390.6	365.0	332.8
Chile	2,121.3	1,927.8	1,898.2
Asia Pacific and rest of Latin America	763.4	710.6	661.9
Total revenues	14,265.1	12,833.0	11,640.5

Passenger Operations

General

As of December 31, 2025, our passenger operations were performed by LATAM Airlines Group S.A. and its passenger affiliates, where the group operates both domestic and international services. LATAM group collects and reports operating data for its passenger operations in three categories: international (connecting more than one country), Domestic operations in Spanish-speaking countries or “SSC” (including Chile, Peru, Colombia, and Ecuador), and Domestic Brazil (entirely within Brazil).

The following table sets forth certain of our passenger operating data for international and domestic routes for the periods indicated:

	For the year ended December 31,		
	2025	2024	2023
ASKs (million) (at period end)			
International	90,418.4	82,187.7	67,514.3
SSC	27,647.5	27,817.1	24,970.3
Domestic Brazil	52,746.6	47,925.9	44,765.9
Total	170,812.5	157,930.8	137,250.5
RPKs (million)			
International	76,853.1	70,769.1	57,340.2
SSC	23,053.7	22,892.8	20,482.0
Domestic Brazil	44,203.3	39,475.6	36,184.5
Total	144,110.2	133,137.5	114,006.6
Passengers (thousands)			
International	17,634	16,048	12,915
SSC	30,914	31,115	27,999
Domestic Brazil	38,866	34,845	32,984
Total	87,414	82,008	73,898
Passenger RASK (passenger revenues/ASK, in US cents)			
International ⁽¹⁾	US¢6.7	US¢6.6	US¢6.9
SSC ⁽¹⁾	US¢8.7	US¢7.6	US¢7.8
Domestic Brazil ⁽¹⁾	US¢8.0	US¢7.7	US¢8.0
Combined Passenger RASK⁽²⁾	US¢7.4	US¢7.1	US¢7.4
Passenger load factor (%)			
International	85.0	86.1	84.9
SSC	83.4	82.3	82.0
Domestic Brazil	83.8	82.4	80.8
Combined load factor	84.4	84.3	83.1

(1) RASK information for each of our business units is provided because LATAM believes that it is useful information to understand trends in each of our operations. We use our revenues as defined under IFRS Accounting Standards to calculate this metric. The revenues per business unit include ticket revenue, breakage, excess baggage fee, airline loyalty program revenues and other income. These operating measures may differ

from similarly titled measures reported by other companies and should not be considered in isolation or as a substitute for measures of performance in accordance with IFRS Accounting Standards. This unaudited operating data is not included in or derived from LATAM's financial statements.

- (2) The combined Passenger RASK for LATAM is calculated by dividing passenger revenues by total passenger ASKs.

International Passenger Operations

LATAM group's international network includes the international operations of our Chilean, Peruvian, Ecuadorian, Colombian, Brazilian and Paraguayan affiliates. LATAM Airlines Group and its affiliates have operated international services out of Chile since 1946 and have since greatly expanded international services, offering flights out of Peru, Ecuador, Colombia and Brazil. As of December 31, 2025, LATAM group offers 40 international destinations in 22

countries and territories, in addition to the domestic destinations and international flights and connections between the domestic destinations.

The general strategy to expand the international network is aimed at enhancing LATAM's value proposition by offering customers more frequencies, destinations and routing alternatives. Sustained development of LATAM group's international network is a crucial factor in the long-term strategy. The group provides long-haul services out of Santiago, Lima, Bogota, São Paulo and Fortaleza. The group also provides regional services from Chile, Peru, Ecuador, Colombia and Brazil.

As part of our mission, LATAM seeks to promote tourism to South America. Due to our large network of services, visitors from around the world can experience world-renowned destinations such as Machu Picchu and Cusco in Peru, the Galapagos Islands in Ecuador, Iguazu Falls in Brazil, and the Atacama Desert and Patagonia in Chile.

Market Share Information

The following table presents air passenger traffic information for international flights (including intra-regional flights) and LATAM's market share in each geographic market in which the group operates:

Country	LATAM passenger figures % variation	LATAM's Market Share		
	2025-2024	2025	2024	variation
Brazil ⁽¹⁾	3.7 %	22.7%	22.6%	0.1 p.p.
Chile ⁽²⁾	13.1 %	45.1%	45.3%	(0.2) p.p.
Peru ⁽³⁾	8.1 %	50.8%	48.8%	2.0 p.p.
Colombia ⁽⁴⁾	59.4 %	5.8%	7.6%	(1.8) p.p.
Ecuador ⁽⁵⁾	10.9 %	15.0%	14.8%	0.2 p.p.

(1) Source: Brazilian ANAC's website. Passenger figures consider passengers carried, measured in RPKs, in 2025 vs 2024. Market share considers passengers carried, measured in RPKs, as of December 2025.

(2) Source: JAC Chile's website. Passenger figures consider passengers carried, measured in RPKs, in 2025 vs 2024. Market share considers passenger carried, measured in RPKs, as of December 2025.

(3) Source: PDGAC's website. Passenger figures consider passengers carried in 2025 vs 2024. Market share considers the number of passengers carried as of December 2025.

(4) Source: Colombia Aerocivil's website. Passenger figures considers RPK changes in 2025 vs 2024. Market share considers RPKs as of December 2025.

- (5) Source: Direct Data Solutions from IATA. Passenger figures considers passengers carried changes in 2025 vs 2024. Market share considers passenger carried, measured in RPKs, as of December 2025.

Competitors in international routes

The following table shows LATAM’s main competitors during 2025 in each geographic market in which it operates:

Country	Route	Competitors
Brazil	North America	American Airlines, United Airlines, Azul Linhas Aereas, Air Canada, GOL and Aeromexico.
	Latin America	Copa, GOL, Azul Linhas Aereas, Avianca, Sky Airline, Aerolineas Argentinas, JetSmart, and Flybondi.
	Europe	TAP Portugal, Air France-KLM, IAG Group (British Airways, Iberia and their affiliates), ITA Airways, Azul Linhas Aereas, Turkish Airlines, Lufthansa, Air Europa and Air China
	Africa	Ethiopian Airlines, Royal Air Maroc, TAAG and South African Airways.
Chile	North America	American Airlines, Air Canada, Aeromexico and United Airlines.
	Latin America	JetSmart, Sky Airline, Copa, Avianca, Aerolineas Argentinas, Arajet, and Turkish Airlines.
	Europe	IAG Group (British Airways, Iberia and their affiliates) and Air France-KLM.
	South Pacific	Qantas Airways.
Argentina	Latin America	Copa, Aerolineas Argentinas, GOL, Avianca, JetSmart, Sky Airline, Arajet, Flybondi, Boliviana de Aviacion, Ethiopian Airlines, IAG Group (British Airways, Iberia and their affiliates) and Turkish Airlines.
Peru	North America	American Airlines, United Airlines, Sky Airline, Aeromexico, Volaris, and Air Transat.
	Latin America	Sky Airline, JetSmart, Copa, Avianca, Aerolineas Argentinas, Arajet and Star Peru
	Europe	Air France-KLM, IAG Group (British Airways, Iberia and their affiliates), Air Europa and Plus Ultra.
Colombia	North America	Avianca, American Airlines, Spirit Airlines, Aeromexico, United Airlines, Viva Aerobus, JetBlue Airways, Volaris and Emirates.
	Latin America	Avianca, Copa, Jetsmart, GOL, Arajet, Aerolineas Argentinas, EasyFly and Satena.
	Europe	Avianca, IAG Group (British Airways, Iberia and their affiliates), Air France-KLM, Air Europa, Lufthansa, Turkish Airlines and Plus Ultra.
Ecuador	North America	American Airlines, Avianca, JetBlue Airways, United Airlines, and Spirit Airlines.
	Latin America	Avianca, Copa, Arajet, Jetsmart and Aeroregional.

Source: Diio.net considering competitors with more than 1% of total ASK.

Domestic Passenger Operations

As of December 31, 2025, domestic passenger services within Chile, Brazil, Peru, Ecuador and Colombia were operated by LATAM Airlines Chile, LATAM Airlines Brazil, LATAM Airlines Peru, LATAM Airlines Ecuador and LATAM Airlines Colombia, respectively.

Business Model for Domestic Operations

LATAM group has operations in five domestic markets, with a business model that allows it to provide more competitive fares and contributes to the development of tourism and the growth of air travel per capita in the region. The domestic service model requires continuous cost reduction efforts, and the group continues to implement a series of initiatives to reduce cost per ASK in all domestic operations. These efforts are aimed at significantly reducing selling and distribution expenses, increasing fleet utilization and operational productivity and simplifying back-office and support functions, thereby allowing the LATAM group to expand operations while controlling fixed costs.

Another key element of this business model are the initiatives to increase ancillary revenues and others that allow passengers to customize their journey. Customers on domestic flights are now able to access a simpler sales platform, which allows them to choose their fare depending on the type of journey they want, and to purchase additional services such as extra luggage, a variety of food and beverage options on board, preferred seating options and the flexibility to change tickets.

In March 2020, LATAM group introduced its superior cabin class, Premium Economy, in all domestic and international flights within Latin America operated by the Airbus A320 Family Aircraft. This cabin class offers premium services both at the airport and in-flight, including priority check-in and boarding, lounge access in airports where available, a differentiated onboard service including complimentary snacks and drinks, an exclusive overhead bin for carry-on luggage and a blocked middle seat, providing greater space and privacy.

In 2023, LATAM group incorporated seven A321neo into its fleet, which are the largest model of the A320 single-aisle aircraft family. These aircraft can accommodate up to 224 passengers, have compartments for carry-on luggage called Airspace XL bins, and stand out for being one of the most efficient aircraft on the market, according to Airbus. Additionally, during 2023, with a focus on the passenger experience, LATAM group finalized the retrofit project for its narrow-body fleet (excluding aircraft available for sale), reaching 100% of the fleet with a homologated and renovated cabin.

Since 2024, LATAM group continued enhancing its customer value proposition by installing onboard Wi-Fi across its narrow-body fleet. As of December 31, 2025, 89% of the LATAM group's narrow-body fleet was equipped with onboard connectivity. In terms of geographic distribution of Wi-Fi access, 94% of the narrow-body fleet operated by LATAM Airlines Brazil features Wi-Fi, while 84% of the narrow-body fleet operated by our affiliates based in Chile, Peru, Colombia and Ecuador is also equipped with such service. Furthermore, we recently announced the upcoming installation of Wi-Fi connectivity across our wide-body fleet, with implementation scheduled to begin in 2026.

In 2025, LATAM group inaugurated the LATAM Lounge Lima at Jorge Chávez International Airport, expanding its premium ground infrastructure in one of its main hubs in the region. The lounge was designed with differentiated Signature and Premium areas and developed under sustainability criteria, with the objective of

obtaining LEED certification. The opening is part of the group's broader strategy to strengthen its premium offering at key connection points across its network.

In April 2025, LATAM group launched new Business Class suites across its wide-body fleet as part of its Boeing 787 retrofit program. The suites incorporate doors to provide full privacy, direct aisle access and full-flat seating. The group will also introduce a new Premium Comfort cabin on wide-body aircraft beginning in 2027, positioned between Premium Business and Economy.

Additionally, LATAM group has 24 Embraer aircraft on order, with deliveries expected to begin in the fourth quarter of 2026. These aircraft are intended to enhance network capillarity, support capacity optimization in domestic and regional markets, and improve connectivity to secondary and underserved destinations.

LATAM group continues to develop digital initiatives to empower passengers providing them with an enhanced digital experience with end-to-end control of their reservation. LATAM customers will increasingly be able to buy, check-in and manage the after sale service in a simpler and faster manner through their smartphones.

The following table shows LATAM's number of destinations, passengers transported, market share and main competitors in each domestic market in which we operate:

	Brazil¹	Chile²	Peru³	Colombia⁴	Ecuador⁵
Destinations	60	17	19	17	7
Passengers Transported (million)	38.9	10.0	10.4	9.0	1.5
<i>Change YoY</i>	11.5 %	2.4 %	6.2 %	(9.9)%	(3.4)%
Market share	39.4%	69.8%	65.5%	22.7%	49.5%
Main competitors ⁽⁵⁾	Gol, Azul	Sky Airlines, JetSmart	Sky Airlines Peru, Star Peru, JetSmart Peru, Atsa Airlines	Avianca, JetSmart, EasyFly,Satena, Copa Airlines Colombia ("Wingo")	Avianca, Aeroregional

(1) Source: Brazilian ANAC's website. Market share considers RPKs as of December 2025.

(2) Source: JAC Chile's website. Market share considers RPKs as of December 2025.

(3) Source: PDGAC's website. Market share considers the number of passengers carried as of December 2025.

(4) Source: Aerocivil's website. Market share considers RPKs as of December 2025.

(5) Source: Direct Data Solutions. Market share considers passenger transported as of December 2025.

Passenger Alliances and Commercial Agreements

Strategic Alliance with Delta Air Lines

In 2020, LATAM entered into a Trans-American Joint Venture Agreement with Delta Air Lines (the "Joint Venture Agreement"), following the framework agreement previously signed by both parties in 2019 to combine the airlines' complementary route networks between North and South America.

On September 30, 2022, LATAM and Delta Air Lines obtained the final regulatory approvals from the U.S. Department of Transportation, allowing them to implement their Joint Venture Agreement. This partnership enables Delta Air Lines and LATAM to work together, coordinating capacity and pricing strategies and sharing corporate accounts in the United States/Canada and South America (Brazil, Chile, Colombia, Paraguay, Peru, and Uruguay)

markets within the scope of the Joint Venture Agreement. This agreement has allowed the airlines to develop a network with expanded route offerings and to connect the Americas to the world with access to more than 200 destinations. Additionally, the airlines have deepened their level of cooperation in these markets, strengthening their codeshare routes and reciprocal loyalty benefits.

In February 2024, LATAM Airlines Ecuador and the cargo affiliates LATAM Cargo Chile, LATAM Cargo Brazil and LATAM Cargo Colombia, were officially added to the Joint Venture Agreement after completing the required regulatory processes. The growth continued in April 2025 with the announcement of our inclusion of Argentina to the joint venture. Argentina and Ecuador joined Brazil, Chile, Colombia, Paraguay, Peru, and Uruguay in the geographical scope, strengthening connectivity and service quality across the Americas.

In 2025, Skytrax recognized Delta as the Best Airline in North America and LATAM as the Best Airline in South America, each for the sixth consecutive year. These recognitions reaffirm the strong leadership and customer commitment of the airlines in their regions.

The Joint Venture Agreement's market share in 2025 was 33% in terms of ASK, driven by new routes and increased frequencies. As part of this expansion, the joint venture includes nine newly launched routes currently in operation. On the LATAM group side, these comprise São Paulo (Brazil) – Los Angeles (United States), Bogotá

(Colombia) – Orlando (United States), Lima (Peru) – Atlanta (United States), Santiago (Chile) – Buenos Aires (Argentina) – Miami (United States), Guayaquil (Ecuador) – New York (United States), and Lima (Peru) – Orlando (United States).

On Delta's side, routes launched and currently in operation include Atlanta (United States) – Cartagena (Colombia), New York (United States) – Rio de Janeiro (Brazil), and Salt Lake City (United States) – Lima (Peru)

Passenger Marketing and Sales

LATAM group is committed to creating a culture focused on earning the loyalty, trust and recurrence of its customers. The primary key performance indicator of this organizational cultural system is the Net Promoter Score ("NPS"). To calculate NPS, we conduct a survey after each flight asking passengers how likely they would be to recommend our services to a friend or colleague on a scale of zero to ten. We then calculate NPS as the percentage of customers who are promoters (those who scored nine or 10) minus the percentage of customers who are detractors (those who scored zero to six).

During 2025 we reached a historical NPS level of 54 points (three points higher than in 2024). Additionally, the NPS of our "Premium Travelers" (LATAM Pass Elite program members and passengers in premium and business cabins) reached a historic record high of 58 points (two points higher than the previous year). Our superior cabin class, Premium Economy, recorded an NPS of 70 points, (remaining stable when compared to 2024). These achievements are the result of improvements in the airport, on board and digital experiences provided to our passengers, as well as the benefits of the LATAM Pass program.

We have kept working on the evolution of the customer's digital experience as the main focus of the e-business area, with the objective to maintain and enhance LATAM customer's online experience, increase digital services coverage, automate financial processes and boost LATAM.com as the marketplace that attends all travel needs. As a result, during 2025, 61% of LATAM passengers bought their tickets through our digital channel, as compared to 60.5% in 2024. Moreover, our Digital Customer Satisfaction Score ("CSat"), which is a survey measuring customer satisfaction after using a digital experience increased by five percentage points when compared to 2024, reaching 69% by the end of 2025.

A series of new features and developments have been added to the marketplace to improve our customer's digital experience: (i) bag with miles, first ancillary product that allows passengers to buy with miles, (ii) NDC continues to expand its feature set allowing for tickets as a form of payment (FOP) and the introduction of multi-city purchase capabilities, (iii) LATAM intends to continue enhancing its customization models to deliver more relevant and tailored offers to customers, (iv) first concierge experience in the app, designed to support and inspire customers' travel planning.

LATAM continues working to be the preferred distribution channel for our clients, positioning our digital experience as a one-stop shop for the purchase and care of all travel needs, accompanying our clients either under

normal operations or during situation of disruption, ensuring a digital valued experience, with an emphasis on our Premium Travelers and loyalty program members.

In 2025, LATAM group continued transforming the travel experience of its passengers through cabin retrofits. As of December 31, 2025, we have 10 Boeing 777, 9 Boeing 767, 15 Boeing 787-9, and 195 Airbus A319/A320/A321 aircraft with renovated interiors (without considering new fleet additions already featuring the new configurations). This represents a 100% completion rate for the narrow-body fleet and a 75% completion rate for the wide-body fleet.

The group also continued advancing Wi-Fi connectivity implementation in the narrow-body fleet operated by affiliates in Chile, Peru, Ecuador and Colombia, achieving a 75% completion rate, equivalent to 92 aircraft equipped with in-flight connectivity. Meanwhile, LATAM Airlines Brazil has fully equipped its narrow-body fleet with Wi-Fi, reaching 100% completion with 141 aircraft connected. Furthermore, we announced the upcoming installation of Wi-Fi connectivity across our wide-body fleet, with implementation scheduled to begin in 2026.

Branding

During 2025, LATAM achieved significant success in brand awareness, closeness, reputation and being considered the first choice among passengers (i.e., when respondents selected LATAM Airlines as their preferred airline among those they know). According to Ipsos, a global leader in brand measurement, as of December 31, 2025, LATAM was ranked as the first choice airline in Chile, Brazil, Peru and Ecuador, and throughout 2025, it significantly reduced the passenger preference gap compared to its competitors in Colombia.

Our brand image continued to strengthen, anchored on pillars such as trust, by providing a fair, empathetic, transparent and straightforward experience for our customers; and expanding our network, experience, and sustainability efforts.

Distribution Channels

We are committed to being the preferred choice of our customers and consistently focus on their needs in our decision-making processes. Our distribution channels are organized into two main categories: direct and indirect. Both are designed to enhance their respective platforms to facilitate seamless interaction for our clients, both for sales or service purposes. LATAM remains firmly dedicated to the digital transformation of its distribution channels, leveraging technology to improve the customer experience.

Direct channels

LATAM's direct channels include city ticket offices, contact centers, and digital platforms such as our website, mobile applications, and smart business tools. These channels serve both sales and customer service functions, supporting passengers before, during, and after their journeys.

City ticket offices are equipped to provide additional services to enrich the customer experience. Our multilingual contact centers offer support in six languages (Spanish, English, Portuguese, French, German, and Italian), ensuring comprehensive assistance to our diverse customer base.

As part of our digital strategy, LATAM has developed mobile applications that provide passengers with real-time trip information. These applications improve contingency management, allowing LATAM to deliver timely and transparent information and solutions to customers. Looking ahead, we plan to continue enhancing our digital platforms to support anticipated growth and further streamline the online experience for our customers.

Looking back at 2025, our focus was to increase app penetration in sales by driving installations and stimulating weekly customer engagement. Additionally, we strengthened the redemption journey by introducing new products and features, including baggage purchases with miles, award promo codes, and a native redemption flow for Argentina.

In 2025, 62% of passengers purchased their tickets through LATAM group's direct channels.

Indirect channels

LATAM's indirect channels include travel agencies, general sales agents, other airlines' distribution systems, and online travel agencies. To better serve customers through these channels, LATAM provides travel

agencies with various connectivity options, such as Global Distribution Systems (“GDS”), as well as direct connections like “e-LATAM” in Brazil and “NDC by LATAM.” We continuously expand and improve these solutions to enhance the customer experience.

In 2025, 38% of passengers purchased their tickets through one of LATAM’s indirect channels.

During 2025, LATAM continued to further intensify its collaboration efforts with travel agencies to further enhance the NDC platform usage. Efforts focused on expanding access to NDC for agencies through various options, including an Application Programming Interface (“API”), a free portal, and partnerships with 27 certified aggregators.

In 2025, LATAM also signed a strategic agreement with Travelport, which became the third GDS (after Sabre in 2023 and Amadeus in 2024) to have a new distribution agreement with the objective of offering LATAM’s NDC content to travel agencies through these platforms. Sabre launched its NDC connection in February 2025. Amadeus and Travelport development phases are already underway, with Amadeus expect to launch its NDC connection in 2026. These advancements are expected to strengthen LATAM’s competitive position and support its growth objectives in the coming years.

Direct connections

Direct connections encompass 100% of LATAM’s direct channels (such as our website, mobile applications and ticket offices) as well as digital platforms within indirect channels, including e-LATAM and NDC. These connections

allow for direct interactions between LATAM and its customers or travel agencies, providing efficient and transparent access to LATAM's services and products.

When combining direct channels and direct connections within indirect channels, 88% of passengers purchased their tickets through these platforms in 2025, marking an increase of two percentage point when compared to 2024.

Loyalty Program

Our airline loyalty program, LATAM Pass, is a strategic asset and a core source of value that differentiates the group from other carriers, and is also a key element of our marketing and loyalty strategy. The program rewards customer loyalty, and as a result, it generates incremental revenues and promotes customer retention.

LATAM Pass members can qualify for four elite categories: Gold, Platinum, Black and Black Signature. These categories determine which benefits customers are eligible to receive, including LATAM Pass miles earning bonuses, free upgrades, lounge access and preferred boarding and check-in privileges. Members of the LATAM Pass program accrue LATAM Pass miles for ticket purchases, depending on the dollars spent on tickets. Customers of the program can redeem LATAM Pass miles or points for free tickets as well as for other products or services available in our partnerships system and marketplace shopping.

As of December 31, 2025, LATAM Pass had approximately 54 million members, representing an increase of 9% compared to December 31, 2024. During the year ended December 31, 2025, the program recorded a 22% increase in total transactions compared to the prior year, reflecting higher engagement across both airline and non-airline partners. Active members—defined as those who accrued or redeemed miles within the previous 24 months—represented approximately 35% of the total membership base as of December 31, 2025.

The program is monetized primarily through long-term commercial agreements with financial institutions and other partners, under which miles are sold to such partners for use in co-branded credit card and other loyalty-related programs. As of December 31, 2025, LATAM Pass had nine co-branded credit card programs and more than 25 financial partners. The Company's principal financial partners include Itaú, Banco Santander, Livelo, Banco de Crédito del Perú, Banco de Bogotá, Banco de Occidente, BTG, Nubank and C6 Bank.

In August 2025, LATAM Pass renewed its five-year strategic alliance with Banco Santander in Chile, extending a partnership of more than 30 years.

In addition, the Company maintains commercial arrangements with several global airline partners, including Delta, British Airways, Cathay Pacific, Iberia, Lufthansa and Qatar Airways. LATAM Pass also has more than 100

non-airline commercial partners, including Disney, Booking.com, Cabify, Rappi, Amazon, Repsol, Shell, Terpel and Aramco, allowing members to earn and redeem miles across a broad range of products and services.

Cargo Operations

The cargo business is operated internationally and domestically by affiliate airlines under the unified LATAM Cargo brand, which has acquired significant market recognition. The cargo operations are made under four of the LATAM group affiliates: LATAM Cargo Colombia, LATAM Cargo and LATAM Cargo Brazil, dedicated exclusively to cargo transport, and LATAM Airlines Ecuador, which, in addition to its passenger operations, in 2022 was certified as a cargo operator and incorporated dedicated cargo freighters to its operations. We derive our revenues from the transport of cargo through our dedicated freighter fleet and in the bellies of our passenger aircraft.

The cargo business operates a similar route network used by the passenger airline business. As of December 31, 2025, it encompasses 170 destinations in 31 countries and territories. Out of these destinations, 160 are served by passenger and/or freighter aircraft, while 10 are served only by freighter aircraft.

The following table sets forth certain of our cargo-operating statistics for domestic and international routes for the periods indicated:

	For the year ended and as of December 31,		
	2025	2024	2023
ATKs (millions)	8,312.7	8,066.1	7,171.0
RTKs (millions)	4,426.8	4,330.4	3,704.0
Weight of cargo carried (thousands of tons)	1,007.1	998.1	945.5
Total cargo yield (cargo revenues/RTKs, in U.S. cents)	37.4	36.9	38.5
Total cargo load factor (%)	53.3%	53.7%	51.6%

During 2025, cargo revenues increased by 3.4% compared to 2024 while total cargo capacity increased by 3.1%. Cargo traffic increased by 2.2%, resulting in a broadly stable cargo load factor, declining slightly from 53.7% in 2024 to 53.3% in 2025. This increase in capacity was also due to the rise in passenger capacity levels, and the use of aircraft bellies for cargo purposes. However, cargo yield fell 1.1% when compared to 2024. As a result, revenues per ATK slightly decreased by 0.3% when compared to 2023.

LATAM considers its passenger network to be a key competitive advantage due to the synergies between passenger and cargo operations and, accordingly, we have developed a strategy aimed at increasing competitiveness by enhancing the belly offering. The freighter fleet program has two main focus areas: first, to support the group's belly business, improving its load factor by feeding cargo into passenger routes, and second, to enhance our product offering by providing our customers flexibility in scheduling, origins, destinations and types of cargo. As of December 31, 2025, LATAM cargo affiliates operated 7 Boeing 767-300Fs (factory freighters) and 13 Boeing 767-300BCFs (converted freighters). We intend to operate a combined fleet of 19 Boeing 767-300Fs/767-300BCFs in the future. As a consequence, we plan to sell one 767-300F in 2026.

The United States is the main market for cargo traffic to and from Latin America. Besides being the main market for Latin American exports by air, cargo consolidated in the United States accounts for the majority of the goods transported by air to Latin American countries. Miami is the main gateway to and from Latin America and we operated the vast majority of our freighter operations from there. Accordingly, we have headquartered our international cargo operations in Miami. We also utilize passenger flights to and from New York, Los Angeles, Atlanta, Boston and Orlando and our seasonal dedicated freighter services to Chicago. Additionally, using different trucking companies LATAM offers a road-feeder network, connecting our hub in Miami and other online gateways in the United States (for example, Los Angeles, New York, Chicago, and Orlando) with key off-line origins and destinations. LATAM group also transports cargo to and from 10 destinations in Europe: Barcelona, Lisbon, London, Milan, Paris, Rome, Frankfurt, Madrid, Brussels and Zaragoza. The first six points are served only via passenger aircraft. Frankfurt and Madrid are served by both passenger and freighter aircraft, while Brussels and Zaragoza are

only served through freighter operations. The group offers a road-feeder service within Europe to expand our footprint and balance traffic between our different origins.

The main destinations for southbound traffic are Brazil, Chile, Colombia and Peru. Southbound demand is mainly concentrated on a small number of product categories including high-tech equipment, mining equipment, electronics, auto parts and pharmaceuticals.

Chile, Colombia, Peru, Ecuador, and Brazil represent a large part of the northbound traffic. This demand is mainly concentrated on a small number of product categories, such as exports of fish, sea products and fruits from Chile, asparagus and fruits from Peru, and fresh flowers from Ecuador and Colombia.

The largest domestic cargo operations are in Brazil, where LATAM Cargo Brazil is the only wide-body freighter operator, carrying cargo for a variety of customers, including freight-forwarding companies, logistics operators, e-commerce companies and individual consumers.

The cargo business in the region is highly competitive, as international and regional carriers often have spare capacity in their cargo operations. In the region, LATAM group has been able to maintain solid market shares through efficient utilization of the fleet and network. The main competitors can be divided into three categories:

1. hybrid carriers, operating mixed fleets of belly and freighters, such as Air France-KLM-MartinAir, Lufthansa, Qatar, Ethiopian, Korean Airlines and Avianca,

2. pure freighter operators such as Atlas and Cargolux, and
3. belly-only operators such as IAG Group (British Airways, Iberia and their affiliates), American Airlines and United Airlines.

Carriers operating freighters have greater flexibility which allows them to serve a wider variety of markets, diversifying their portfolio while pure belly carriers tend to have more stable service and are usually limited to their countries of origin.

Cargo-Related Investigations

See “Item 8. Financial Information—A. Consolidated Financial Statements and Other Financial Information—Legal and Arbitration Proceedings.”

Fleet

General

As of December 31, 2025, LATAM had a total fleet of 371 aircraft, comprised of 351 passenger aircraft and 20 cargo aircraft, including one aircraft classified as non-current assets held for sale. See Note 13 of our audited consolidated financial statements.

	Number of aircraft in operation				
	Total	Aircraft classified as Property, plant and equipment	Aircraft classified as Rights of use assets	Average term of lease remaining (years)	Average age (years)
Passenger aircraft⁽¹⁾					
Airbus A320-Family Aircraft					
Airbus A319-100	39	11	28	2.71	17.44
Airbus A320-200	135	86	49	5.08	14.76
Airbus A321-200	49	30	19	4.36	11.53
Airbus A320-neo	51	7	44	9.15	3.83
Airbus A321-neo	17	3	14	10.00	1.57
Boeing Aircraft					
Boeing 767-300ER	9	9	—	5.58	17.56
Boeing 787-8	10	6	4	5.54	12.03
Boeing 787-9	28	2	26	7.65	8.12
Boeing 777-300ER	10	10	—	5.00	14.61
Short-Term Leases					
Airbus A330-200	3	—	3	0.81	17.53
Total passenger aircraft	351	164	187	6.21	11.89
Cargo aircraft					
Boeing 767-300 Freighter	20 ⁽²⁾	19 ⁽²⁾	1	5.53	17.91
Total cargo aircraft	20	19	1	5.53	17.91
Total fleet	371	183	188	6.05	12.19

(1) All passenger aircraft bellies are available for cargo.

(2) This includes one Boeing 767-300 Freighter aircraft classified as non-current assets held for sale. For more information, see Note 13 of our audited consolidated financial statements.

LATAM Airlines Group and its affiliates operate various different aircraft types that are suited for our different services, which include short-haul domestic and intracontinental trips as well as long-haul intercontinental flights. The

aircraft have been selected based on their ability to effectively and efficiently serve all of these routes while trying to minimize the number of aircraft families that we operate.

For short-haul domestic and continental flights, LATAM Airlines Group and its affiliates operate Airbus A320-Family Aircraft. The Airbus A320-Family Aircraft has been incorporated into our fleet pursuant to operating leases and finance leases and has been acquired directly from Airbus pursuant to various purchase agreements since 1999. For long-haul passengers LATAM Airlines Group and its affiliates operate Boeing 767-300ER, Boeing 787-8 and 787-9 and 777-300ER. Additionally, we also operate A330 aircraft for long-haul flights through a wet lease agreement with Wamos. For cargo flights, we operate Boeing 767-300F aircraft.

Utilization

We calculate utilization rates by dividing total block hours by total aircraft, excluding subleased aircraft and non-operational aircraft. The average utilization rates of LATAM's aircraft for each of the periods indicated are set forth below, in hours per day.

	For the year ended December 31,		
	2025	2024	2023
Passenger aircraft ⁽²⁾			
Boeing 767-300ER	10.7	10.1	8.4
Boeing 787-8/9	12.3	12.5	12.2
Airbus A320-Family Aircraft	11.1	10.7	10.3
Boeing 777-300ER	13.1	12.5	12.7
Airbus A330-200	14.9	13.4	—
Total passenger aircraft	11.3	10.9	10.5
Cargo aircraft			
Boeing 767-300 Freighter	12.0	11.8	11.7
Total cargo aircraft	12.0	11.8	11.7
Total passenger and cargo	11.4	11.0	10.5

(1) Passenger utilization excluded flights in passenger aircraft with only cargo.

Fleet Leasing and Financing Arrangements

LATAM's fleet financing and leasing structures include borrowing from financial institutions and leasing with financial leases, tax leases, sale-and-leaseback transactions and operating leases. As of December 31, 2025, LATAM group had a total fleet of 371 aircraft, of which one Boeing 767-300 Freighter aircraft is a non-current asset classified as held for sale.

As of December 31, 2025, LATAM group's fleet was comprised of 64 financial leases, three tax leases, 185 operational leases, three wet leases and 116 unencumbered aircraft (32 aircraft reserved as collateral for the RCF). Most of LATAM's financial and tax leases are structured with a 12-year initial term. LATAM has 23 financial aircraft leases supported by the U.S. Export-Import Bank ("EXIM Bank"). LATAM's lease maturities initially range from eight to 12 years. Moreover, as of December 31, 2025, LATAM had a total of 230 spare engines, comprising 71 operational leases, 36 engines provided as loan collateral and 123 unencumbered engines (17 engines reserved for RCF). LATAM's portfolio includes approximately US\$1.5 billion in unencumbered assets, including aircraft and additional engines.

LATAM's aircraft debt, which consists of financial and tax leases, is denominated in U.S. dollars and typically has quarterly amortization payments. Both the financial leases and tax leases have a bank (or a group of banks) as counterparty; however, the tax leases also include third parties. As of December 31, 2025, 66% of our aircraft debt has a fixed interest rate and the remaining portion has a floating rate based on USD Term SOFR.

The leases provide us with flexibility to adjust our fleet to demand volatility that may affect the airline industry and therefore we consider such arrangements to be of great value to our strategy and financial performance. The aircraft's financial debt as of December 31, 2025 for all remaining periods through maturity (the latest of which expires in December 2036) was US\$1,552 million. See "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Sources of Financing—Long Term Indebtedness."

Under the aforementioned leases, LATAM is responsible for all maintenance, insurance and other costs associated with operating these aircraft. The Company has not made any residual value or similar guarantees to our lessors. There are certain guarantees and indemnities to other unrelated parties that are not reflected on the Company's balance sheet, but we believe that these will not have a significant impact on our results of operations or financial condition.

See Note 31 to our audited consolidated financial statements for a more detailed discussion of these commitments.

Maintenance

LATAM Maintenance

LATAM Maintenance possesses a diverse range of facilities and capabilities, spanning from major inspections and overhauls, to routine or corrective maintenance tasks that are conducted between each flight.

The heavy maintenance, line maintenance and component shops are equipped and certified to service the group's fleet of Airbus and Boeing aircraft. LATAM group's maintenance capabilities enable flexibility in scheduling airframe maintenance, offering an alternative to third-party maintenance providers. Approximately, 4,300 LATAM Maintenance professionals ensure the fleet operates safely and in compliance with all local and international regulations. LATAM group strives to provide the best experience for our passengers through the highest standards of safety, on-time performance and cabin image and functionality.

The heavy maintenance and component repair shop facilities are located in São Carlos (Brazil) and Santiago (Chile), adding up to a total of 12 heavy maintenance production lines, including painting capabilities, and component repair shops, including landing gear, hydraulics, pneumatics, avionics, electroplating, composites, wheels and brakes, emergency equipment, galleys and structures.

LATAM Maintenance's continuous improvement efforts are focused on reducing costs and enhancing reliability. In addition to the LEAN-Six Sigma project, aimed to increase technician productivity, optimize inventory, diminish repair turn-around times and develop new internal repair capabilities, are working on a full digital transformation in collaboration with external experts. These projects are developed using the AGILE methodology,

with a focus on exploring and incorporating new technologies that are most suitable for each specific case, such as data analytics and AI.

LATAM Line Maintenance

The Line Maintenance Network serves over 170 locations and carried out over 2.8 million man-hours of preventive and corrective maintenance tasks on the LATAM fleet during 2025. We also rely on certified third-party services in many of our international destinations where it is economically convenient, such as in Lisbon, (where we are served by Nanyak), and Amsterdam (served by KLM) among others.

LATAM group's Line Maintenance Network has hangar facilities in Santiago, São Paulo (Conhongas or "CGH," and Guarulhos or "GRU"), Lima, Miami and Bogota, among others. These multiple locations improve the flexibility of the Line Maintenance Network.

LATAM Maintenance, Repair and Overhaul

The two maintenance, repair overhaul ("MRO") facilities, one in São Carlos (Brazil) and one in Santiago (Chile), as well as the GRU and LIM Line Bases, are equipped and certified to service our fleet of Airbus and Boeing aircraft and provided 89.6% of all heavy maintenance services that LATAM demanded in 2025, effectively executed 1.79 million man-hours. LATAM MRO is also responsible for the planning and execution of aircraft redeliveries. The services not executed internally are contracted to our extensive network of MRO partners around the globe. LATAM occasionally performs certain heavy maintenance and component services for other airlines or OEMs.

The MRO São Carlos (LATAM Airlines Brazil MRO), is prepared to service up to nine aircraft (narrow and wide body) simultaneously with a dedicated hangar for stripping and painting. In this facility we also have 23 technical component shops, including a full landing gear repair and overhaul shop, hydraulics, pneumatics, electronics, electrical components, electroplating, composites, wheels and brakes, interiors and emergency equipment shops. MRO São Carlos is certified and audited by major international aeronautical authorities such as the FAA, the European Aviation Safety Agency (“EASA”), Brazilian ANAC, the CDGAC, the Argentinean National Civil Aviation Agency (*Administración Nacional de Aviación Civil*, or “ANAC Argentina”), the Ecuadorian Dirección General de Aviación Civil (“EDGAC”), the Paraguayan National Civil Aviation Office (*Dirección Nacional de Aeronautica Civil*), and Transport Canada, among others, for heavy maintenance and components repair and overhaul for the Airbus A320-Family Aircraft and Boeing 767. The MRO also has some minor capabilities for the repair and overhaul of Boeing 777 and 787 components. MRO São Carlos includes its own support engineering capabilities and a full technical training center.

In MRO Santiago, located near Comodoro Arturo Merino Benítez International Airport in Santiago, we have two hangars capable of servicing two wide body aircraft and two narrow body aircraft simultaneously. MRO Santiago is certified and audited by FAA, Brazilian ANAC, CDGAC, ANAC Argentina and EDGAC, among others, for Heavy Maintenance for the Airbus A320-Family Aircraft and Boeing 767-787. MRO Santiago has 11 shops prepared to support hangar activities such as cabin shops, galleys, structures, composite materials, avionics, wheels and brakes.

We also have the capability to service mid-term checks at the maintenance base in Lima for the Airbus A320-Family Aircraft and at the Guarulhos maintenance base for the Airbus A320-Family Aircraft and Boeing 777, including C-checks for the Boeing 777.

During 2025, LATAM MRO’s executed 450 services, including C-checks (232) and special checks (218) for the LATAM fleet.

LATAM group’s Corporate Safety and Security Management

LATAM group’s Corporate Safety and Security Management is comprised of four areas: Safety, Security, Occupational Safety, and Emergency Response Management (ERM), which work in close collaboration with our operational and support areas to achieve the Company’s purpose by ensuring acceptable levels of safety and security in an efficient manner, in alignment with industry-recognized best practice frameworks. This approach seeks to balance the continuity of our operations with the well-being of our passengers and collaborators, with the objective that all of them arrive safely at their destination. In support of these efforts, safety and security processes are being progressively enhanced through the use of technology, with digitalization forming an integral component of the management and oversight model.

During 2025, the safety function was incorporated into IATA’s risk-based audit program, which is designed to assess the maturity of a company’s safety risk management processes. This methodology was adopted at the

LATAM group level, enabling greater consistency and synergies across audit and operational oversight activities. In parallel, and as part of ongoing efforts to further strengthen the maturity of the Safety Management System (SMS), we underwent an Airbus assessment, incorporating an independent external evaluation of safety-related processes. Together, these initiatives support our governance framework for managing a dynamic operating environment, with safety remaining a fundamental priority across all operations.

Organizational Structure of LATAM Safety and Security Vice-Presidency

Safety Management

The Safety Management departments ensure that providing safe and reliable air service remains LATAM group’s highest priority. Given the operational complexity, as well as the multicultural challenges that we face, LATAM group concentrates its safety management activities under the umbrella of a coordinated structure, which is responsible for the implementation and oversight of unified policies and procedures throughout the group.

The core foundation of this department lies within its robust Safety Management System (“SMS”), which is built upon four main components (Policies and Objectives, Risk Management, Safety Assurance, and Safety Promotion). These components give the SMS a proper structure and provide management with the necessary tools to oversee the safety of our operations. For example, through the safety reporting system, LATAM captures information on operational events and hazardous conditions, which is subsequently analyzed to define and implement timely action plans aimed at mitigating such risks. Through Flight Data Monitoring (“FDM”), also known as Flight Operations Quality Assurance (“FOQA”), we

are able to capture, analyze, and even visualize the data recorded during revenue flights and compare it with the Company's Standard Operating Procedures ("SOPs"). In parallel, the Line Operations Monitoring Program ("LOMP") permits us to monitor Flight Crew performance and detect errors ahead of time. As a result of these proactive activities, we intend to improve overall safety, increase maintenance effectiveness, and reduce operational costs.

The group's SMS is available internally to all employees, and it provides the guidelines and responsibilities that each employee must meet, regardless of function or hierarchy, which in turn assures our commitment towards safety as a whole. Furthermore, internal audits of operational processes, audits conducted by external authorities, and IOSA certification ensure the proper qualification of our employees and regulatory compliance under the highest industry standards, including the provision of a Senior Safety Manager responsible for each system implementation within the Safety Department, as well as defining standardized procedures for measuring the quality of services provided by third-party companies and contractors.

In 2025, LATAM group maintained a very strong performance in its operational safety indicators through an ongoing improvement process, effectively reducing risks associated with Runway Safety, including Runway Excursion, Mid-air Collision, Controlled Flight Into Terrain ("CFIT"), Loss of Control In-Flight, and others.

In line with our ongoing commitment to improve SMS, we achieved several relevant milestones in operational safety, reflected in the implementation of strategic initiatives that strengthened proactive risk management, safety culture, and the organization-wide commitment to the highest industry standards, including:

- **Micro Learnings for Flight Dispatchers:** The launch of two out of eight planned courses aimed at reinforcing and standardizing critical safety procedures in flight and ramp operations. The program will continue to expand throughout 2026.
- **Alcohol and Drugs Program:** Testing under FAA methodology was increased, accompanied by a group-wide communication campaign and the launch of an informational website. In parallel, the Pilot Peer Support Program was strengthened, with trained pilots providing guidance and support by sharing professional skills and experiences with those in need.
- **Ground Damage Campaign:** Three short video capsules were developed to enhance situational awareness among both in-house personnel and service providers. Topics included weight differences in cargo loading, passenger reseating onboard, and the proper execution of ramp clearance procedures.
- **IATA Safety Culture Survey (I-ASC):** Action plans derived from survey results were implemented, focused on strengthening Just Culture, consolidating the safety reporting system for third-party companies, enhancing feedback mechanisms, and increasing the involvement of non-operational leaders in safety activities.

- Reinforcement of the “Non-Negotiable Safety Behaviors”: A communication campaign reinforced the five key behaviors guiding daily decisions and actions of LATAM group employees with respect to safety.
- Rollout of the “Third-Party Safety Report” application: Its implementation during 2025 enabled the receipt of more than 1,500 reports, strengthening the participation of external companies in the group’s operational safety system.
- Safety Week 2025: The LATAM group held a new edition of Safety Week between October 20 and 24, featuring a range of activities focused on safety, security, occupational safety, and cybersecurity across the organization. The agenda included webinars, talks in operational areas with participation from executives in operational and support functions, industry expert presentations, and recognition of employees for their leadership in safety. This edition notably featured an event held at LATAM Brazil, which brought together more than 300 participants, including group employees, representatives from other airlines, aviation authorities, manufacturers, and leaders from various industries, reinforcing the central message “safety is about people” and LATAM’s organization-wide commitment to safety.
- Consolidation of the Safety II approach: LATAM consolidated its transition toward a Safety II approach, advancing toward proactive and predictive risk management through the deployment of an AI-based alert model integrating operational, human, and technical variables. This progress, together with the evolution of the fatigue model and the incorporation of new indicators in flight dispatch, strengthened holistic risk understanding, decision-making, and laid the foundations for a more resilient, integrated, and predictive operation.

- Evolution of the fatigue risk management model: The model evolved toward comprehensive and near real-time coverage of flight operations, alongside the extension of the Safety II approach to the flight dispatch area through new tactical indicators focused on operational learning.

Regarding IOSA certification, in 2025 all air operators within the group were audited and certified under the new Risk-based IOSA methodology, making LATAM the first airline group to certify all its operators in a single audit. In this process, the LATAM group was classified at the “Mature” maturity level in terms of adherence to its operational safety processes.

Through all of the above, LATAM reinforces its commitment to the continuous improvement of its processes, always guided by safety, its top priority.

Security Management

The Security Management Department, with direct access to the highest level of the organization and acting as a liaison with the applicable authorities, is responsible for coordinating the security of LATAM group’s passengers, employees, aircraft, equipment and facilities. It safeguards the group’s infrastructure and assets while protecting people against threats or unlawful action, encouraging the reporting and handling of suspicious situations that could impact operations.

During 2025, the Security Management System (“SeMS”) continued to evolve and further strengthen its level of maturity and organizational integration. The SeMS was incorporated into safety review boards in each country and supported by the establishment of a monthly SeMS committee. This committee conducts structured reviews of each SeMS pillar and its performance, leading to the development and follow-up of action plans in coordination with the respective affiliates.

To enhance alignment and consistency in security management across the group, annual security objectives were cascaded from the headquarters to every country level, through the safety assurance, risk management and threat response pillars as reference frameworks. In support of this approach, a dedicated site was developed to improve visibility, monitoring, and communication of SeMS-related matters.

In parallel, considering the ongoing evolution of geopolitical conditions and the importance of maintaining effective oversight of risks that may impact operations, a security risk dashboard was launched. This dashboard provides an integrated view of relevant internal and external risk variables by geography, serving as a decision-support tool for risk assessment and mitigation.

In the area of security culture promotion, a long-term initiative was initiated to strengthen training and awareness. This initiative included a comprehensive review of all security-related training programs to ensure that

content remains current, relevant, and engaging, with the objective of aligning training practices with internationally recognized standards and best practices.

Among the key projects, we continued to advance the digitization and standardization of security support processes, strengthening internal controls, information availability, and operational consistency across our network. In the cargo business, we adopted new technologies to monitor every transfer point, preventing losses and unlawful interference via traceability checkpoints and security camera analytics. This approach strengthened investigative and predictive capabilities, focusing on mitigating insider threats. Additionally, we achieved significant progress in unifying LATAM group’s global access control methods across multiple countries.

Finally, we achieved structural cost optimization through improved negotiations, the integration of technology, and task synergies with other departments.

Health Safety Environmental Management

Occupational safety management is responsible for defining guidelines to assess and mitigate occupational and health risks for workers. This includes establishing standards, supporting operations, and advising on the implementation of relevant procedures, while also monitoring compliance and evaluating the effectiveness of measures taken in response to

critical events and risks. In addition, it ensures adherence to applicable regulations and promotes worker well-being and safety through training and awareness programs.

Although the injury rate in 2025 was maintained within the established reference target, work-related accidents increased by 10% across LATAM. This increase was driven primarily by a higher number of incidents in the Airport area, which accounted for the largest rise in occupational accidents. In response, the Company intensified prevention and control measures — including procedure reviews, targeted training programs, strengthened incident investigations, and monthly case monitoring — with the aim of reversing the trend and reducing the recurrence of such events. During the year, the focus continued to shift toward indicators designed to identify the potential for serious accidents and to enable corrective actions before they occur. In this respect, the SIF (Serious Injury and Fatality) KPI reached a historic low in 2025.

Objectives were also established related to the review of the risk matrix and the standardization of a legal matrix, consolidating all occupational health and safety regulations applicable in each of the countries in which we operate, ensuring a homogeneous approach aligned with current regulatory requirements. Additionally, goals were defined related to digital transformation projects, including the implementation of an occupational safety event reporting system and the analysis of root causes of occupational accidents through the use of artificial intelligence.

To achieve these goals, LATAM group relies on active observers and empowered supervision, whose primary mission is to safeguard and protect the physical and emotional well-being of employees. Complementing this constant oversight, new technological tools have begun to be incorporated to detect critical risks and enable timely intervention. Activities are monitored and actions are triggered through security camera systems.

Together, these measures facilitate the analysis of the potential impact of serious and fatal injuries, allowing LATAM group to anticipate conditions that could lead to accidents.

Finally, in 2024, we published the first version of the Occupational Safety Management System (“OSMS”). This milestone represents a major step toward standardizing management practices and ensuring the implementation of safe work behavior guidelines at all levels.

Emergency Response Plan (ERP)

LATAM emergency response management is responsible for overall corporate Emergency Response Plan (“ERP”) implementation. It has been designed to comply with airline responsibilities (as defined by ICAO) and for overall management, command, and control of the crisis response. LATAM’s ERP sets procedures to deal with different scenarios, such as aircraft accidents, serious incidents, natural disasters, union strikes, and pandemics. ERP establishes specific teams, procedures, and resources to mitigate the impact of these emergencies on our passengers, their families and for caring for others affected, besides ensuring the continuity of our operations. The ERP is an essential tool to meet the needs of those who need it most, and we have different levels of teams prepared to be

activated (but are not limited to): emergency process and procedures, emergency control centers, a relatives and passengers assistance team, a notification team, aircraft recovery, and a dedicated ‘go team’ that can be activated and address an emergency situation.

During 2025, the ERP incorporated significant enhancements that strengthened the LATAM group’s response capabilities in critical situations.

First, the passenger and family assistance program was consolidated through in-person training for a group of employees who serve as the first line of support and coordination for individuals affected by an emergency. In total, 537 employees were trained and formally integrated as part of the ERP as of December 31, 2025.

Second, meaningful progress was made in the digitalization of emergency management through the implementation of a corporate application that, by the end of 2025, provided access to more than 3,500 users, enabling the timely input of key information to support decision-making during a crisis.

Finally, the integration of the ERP with other contingency plans was strengthened by establishing centralized governance for the management of any event that could have a significant operational impact. In this context, and in coordination with the technology and information area, efforts were made to align the technology failure and cybersecurity plan with the company’s ERP.

Fuel Supplies

Fuel costs comprise one of the single largest categories of our operating expenses. In 2025, total fuel costs represented 31.3% of our total operating expenses. As of December 31, 2025, crude oil prices decreased compared to December 31, 2024. Our average into-wing price for 2025 (fuel price plus taxes and transportation costs, including hedging and gains/losses) was US\$2.6 per gallon, representing a decrease of 9.1% from the 2024 into-wing average fuel price. We can neither control nor accurately predict the volatility of fuel prices. Despite the foregoing, we believe it is possible to partially offset the price volatility risk through our hedging and fuel surcharge programs, which are in place in both our passenger and cargo business. For more information, see “Item 11. Quantitative and Qualitative Disclosures About Market Risk—Risk of Fluctuations in Fuel Prices.”

The following table details our consolidated fuel consumption and operating expenses, after related hedging gains and losses (which exclude fuel costs related to charter operations because fuel expenses are covered by the entity that charters the flight) for the last three years.

	For the year ended December 31		
	2025	2024	2023
Fuel consumption (thousands of gallons)	1,444,010.0	1,357,064.1	1,195,029.7
ASK (millions)	170,812.5	157,930.8	137,250.5
Fuel gallons consumed per 1,000 ASK	8.5	8.6	8.7
Total fuel costs (US\$ thousands)	3,804,821	3,970,077	3,947,220
Cost per gallon (US\$)	2.6	2.9	3.3
Total fuel costs as a percentage of total operating expenses	31.3%	34.5%	37.2%

In our fuel supply agreements, we manage different price structures and price update calculations. The main price structure is Jet Fuel plus fixed fees and taxes, and the main fuel price updates occur on a weekly, bi-weekly and monthly basis. Brazil, our largest market, bases its price on a refinery posting updated every month, which is set in Brazilian real per liter, plus fees and taxes. Refinery prices in Brazil have transitioned to a more transparent import parity model, fostering a more competitive market environment for the region. However, Brazil continues to have higher taxes compared to other markets, which impacts the overall costs. This landscape may be further affected by the recently enacted comprehensive tax reform, scheduled to be phased in between 2026 and 2033. While its primary goal is simplification, the transition to a Dual VAT system, comprising the federal CBS and the state/municipal IBS, along with the potential implementation of a selective tax on fossil fuels, could lead to a significant increase in the industry's effective tax burden and impact on jet fuel pricing in the coming years.

The fuel supply agreements vary by airport and are distributed among 24 suppliers. Our fuel consumption volume is mainly concentrated in Brazil (40%), Chile (16%), the United States (10%), Peru (12%), and Colombia (6%). LATAM has consistently focused on strengthening its fuel supply agreements, leveraging restructuring

opportunities and operational improvement, and the group's significant scale to achieve substantial economies of scale in procurement. Unlike other regional players, our unified corporate structure and centralized leadership allow us to implement standardized fuel-planning policies across all affiliates, optimizing our negotiating power with global suppliers. This enables us to secure long-term agreements on more favorable terms, further enhancing our competitive positioning. In recent years, these efforts included improved credit terms and expanded supplier options across key markets, such as Brazil, Colombia, Argentina, Peru, Chile, and major European airports. In 2025, the fuel supply contracts for Colombia, Argentina, Peru, Chile and major European airports were renegotiated and all of them resulted in better payment conditions and better pricing conditions leveraged by LATAM's strong financial results.

LATAM has continuously worked to enhance its fuel supply strategies, fostering competition and ensuring access to diverse sources. In Chile and Peru, the adoption of an import model alongside local refinery supply created a more competitive market. In Brazil, LATAM pioneered a jet fuel import project, securing pipeline capacity to supply São Paulo's Guarulhos Airport and stabilizing refinery prices through this initiative. By late 2023 and early 2024, LATAM successfully renewed pipeline capacity, ensuring continued access to alternative supply options. Additionally, LATAM collaborated with industry organizations during the global crisis to secure cost reductions in key markets like Bolivia and Colombia. Despite challenges such as refining decreases and rising import costs in Europe during 2022 and 2023, LATAM maintained supply stability. Finally, in 2024, LATAM introduced a second source of imported fuel in Chile and continued to strengthen this supply during 2025, which created more competition among suppliers which ultimately would create better market conditions for LATAM.

In 2025, LATAM significantly advanced its SAF roadmap by establishing strategic supply collaborations with the leading domestic energy and distribution entities in Colombia and Brazil. These initiatives secured the initial integration of SAF in key regional hubs, such as Salvador International Airport, further diversifying our fuel matrix and reinforcing our commitment to regional energy transition. To support this transition, LATAM co-sponsored a landmark regional study with a premier global research institution to define a strategic decarbonization path for the industry. This research provides a comprehensive roadmap for the region, emphasizing the necessity of coordinated policy alignment to ensure the scalable and sustainable integration of alternative energy sources while maintaining regional connectivity.

As part of a comprehensive energy efficiency initiative, the LATAM group worked with a team of stakeholders to generate a streamlined fuel efficiency program (the “LATAM Fuel Efficiency Program”), which encompasses a wide range of different innovations and technologies for fuel efficiency:

- In our efforts to modernize our fleet, we have invested in more modern and efficient aircraft, such as the Boeing 787, the Airbus A320neo and the Airbus A321neo. We have also undertaken investments to retrofit a portion of our Airbus A320 fleet to allow for more efficient standard operational procedures. As of December 31, 2025, 78 Airbus aircraft of the A320-family are still to be received, with deliveries scheduled between 2026 and 2030, and 15 Boeing 787 Dreamliner aircraft remain to be received with deliveries scheduled between 2028 and 2030. In addition to these aircraft already being incorporated into our fleet, in 2025 LATAM Airlines announced an agreement with Embraer to acquire up to 74 new Embraer E195-E2 aircraft (24 firm orders and 50 purchase options), which deliver up to 30% lower fuel consumption per seat compared to previous-generation models.
- LATAM has continuously implemented weight reduction measures to optimize fuel efficiency and reduce costs. These efforts include minimizing onboard water, using ultra-light service carts, optimizing fuel loads based on destination, and improving weight distribution for an optimal center of gravity. Additionally, freight factor improvements have been prioritized by integrating passenger and cargo services. The removal of in-flight magazines in 2019 and 2020 saved nearly 50 kg per flight, while regulatory changes in Brazil and, later, across Spanish-speaking countries standardized fuel policies, significantly reducing unnecessary route reserve fuel. In 2024, LATAM launched the “IFE Removal” project, aimed at removing outdated in-flight entertainment components, such as overhead screens, from over 150 Airbus A320 Family Aircraft by 2026, further reducing more than 100 kg per aircraft.
- LATAM has continuously enhanced its in-house LATAM Pilot Tools app to support flight crews with personalized feedback on efficiency and safety indicators, such as fuel usage and ground consumption. Over time, the app has evolved to include features like fuel efficiency tracking and KPI visibility, generating significant savings and improving operational performance. In 2024, LATAM focused on further enhancing

the app by refining user experience and deepening pilots' engagement with their efficiency indicators, reinforcing its commitment to sustainability and fuel optimization.

- Standardized operational procedures have been implemented for every stage of the flight (taxiing, climb, cruise, approach, and landing). For example, changes in climb profiles that generate savings with minimal changes in the flight crew's workload, or minimizing the use of the auxiliary power unit when an aircraft is on the ground.
- In 2024, LATAM implemented an aircraft performance monitoring ("APM"), which analyzes all flight data and provides real-time performance insights for each aircraft. The APM identifies and monitors maintenance opportunities to reduce fuel consumption, including frequent engine or wing washes, aileron and flap rigging, and it also measures the drag reduction impact of external influences, such as painting procedures.
- Various aircraft retrofits have taken place, among them, engine wiring that allows the reduction of fuel consumption during taxi operations, Auxiliary Power Units replacements for more efficient models, and software updates that improve fuel consumption. In 2024, LATAM signed an agreement with Lufthansa Technik for the installation in five B777 aircraft of Aeroshark Technology, a bionic film that successfully mimics the skin of sharks and optimizes airflow, thus enabling a reduction of up to 1% in fuel flow. During 2025, through multiple measurement methodologies (including our APM software), we were able to validate reductions in aerodynamic drag and fuel consumption, and subsequently proceeded to execute an agreement to extend this technology across our entire B777 fleet of 10 aircraft. As of December 31, 2025, five aircraft were successfully retrofitted with Aeroshark Technology, and the remaining five are planned to be retrofitted during 2026.

- LATAM has continuously improved flight planning processes through tools like Full Tracks, developed by the Fuel Team with support from Operations and Safety, to enhance programming and optimization of flight plans. Centralized and standardized fuel planning policies across dispatch centers allowed for unified criteria and better performance tracking. Operational parameters, including those related to tankering, were revised in 2023 to maximize efficiency, particularly leveraging the arrival of A320neo and A321neo aircraft, supported by the Tail Assignment tool for optimal fleet use.
- Since 2020, LATAM has collaborated with the Advanced Analytics team to develop machine learning models for accurate weight and extra fuel forecasts, as well as optimizing flight routes. Route optimization also benefited from reduced overflight costs in certain regions, enabling shorter trajectories for long-haul flights. LATAM continues to expand these models to provide critical recommendations for both flight planning and in-flight operations.
- In 2022, LATAM implemented Airbus Descent Profile Optimization (“DPO”) software across 200 A320 aircraft, reducing each aircraft’s annual fuel consumption by 100 tons and CO2 emissions by 300 tons. This initiative is a significant step in LATAM’s sustainability efforts.
- LATAM is working closely with ground handling, airports and operations teams to significantly surpass pre-pandemic ground power usage performance levels. During 2025, LATAM introduced seven new air conditioning units (“ACUs”) and ground power units (“GPUs”) in CGH and implemented “400Hz” + “PCA” systems in three new airports (FOR, POA and NAT) in Brazil, representing 7.4% of the total APU minutes of LATAM in that country. Additionally, the implementation of IATA Service Level 2 procedures in 2023 ensured more efficient and punctual aircraft operations.
- In 2025, in collaboration with a specialized team in experimental procedures and impact measurement, we began testing various digital solutions available in the market that deliver operational improvements across different phases of flight, with potential fuel efficiency benefits. A flight level optimization solution was validated and implemented, currently enabling fuel consumption reductions of up to 0.5% during the cruise phase, when optimization opportunities are available.

In February 2026, S&P Global’s Corporate Sustainability Assessment (CSA) recognized LATAM Airlines Group for the second consecutive year as one of the most sustainable airline groups worldwide, ranking fifth globally and first in the Americas. The group was also named a Top Sustainability Performer and Industry Mover 2025 after achieving a historic 10-point increase in its score to 77/100, placing it in the 92nd percentile of the global airline industry. LATAM was additionally included in the Sustainability Yearbook 2026, which recognizes the top-performing companies in each sector worldwide.

Ground Facilities and Services

The main ground facilities operations are based at the Guarulhos Airport in São Paulo, Brazil. The Brazilian affiliate also operates significant ground facilities and services at its headquarters located at Congonhas International Airport in São Paulo, Brazil.

LATAM group also has significant operations at the Comodoro Arturo Merino Benítez International Airport in Santiago, Chile, where we operate hangars, aircraft parking and other airport service facilities pursuant to concessions granted by the CDGAC and other outsourced concessions. We also maintain a customs warehouse at the Comodoro Arturo Merino Benítez International Airport, additional customs warehouses in Chile and operate cargo warehouses at the Miami International Airport to service our cargo customers. Our facilities at Miami International Airport include corporate offices for our cargo and passenger operations and temperature-controlled and freezer space for imports and exports. We also operate from various other airports in Chile and abroad.

We incur certain airport usage fees and other charges for services performed by the various airports where we operate, such as air traffic control charges, take-off and landing fees, aircraft parking fees and fees payable in connection with the use of passenger waiting rooms and check-in counter space.

Ancillary Airline Activities

In recent years, LATAM group has been developing different initiatives to increase its ancillary revenues generated by its airline operations. The implementation of these initiatives aims to offer a better on-board experience, while

allowing passengers to customize their journey. LATAM group's customers are able to purchase additional services such as extra luggage, preferred seating options, upgrades to our Premium cabins, among others.

In addition to airline operations, LATAM generates revenues from a variety of other activities, including aircraft leases (including subleases, dry-leases, wet-leases and capacity sales to certain alliance partners) and charter flights, tours, maintenance services for third parties, handling, storage, customs services, income from other non-airline products (LATAM Pass) and other miscellaneous income. In 2025, LATAM generated other income of US\$229.9 million from these activities.

Insurance

LATAM group maintains aviation insurance policies as required by law, aircraft financing, and leasing agreements, for its entire fleet (aircraft that LATAM and its affiliates own, operate, and are responsible for).

These policies provide coverage for aircraft hulls (including war risks and spares), third-party legal liability, cargo, baggage, injuries and property damage. LATAM's policies are in full force and are renewed annually along with IAG Group (British Airways, Iberia and their affiliates), which allows LATAM group to obtain coverage at the best level of the aviation industry.

LATAM group also insures its physical properties and equipment from theft, fire, flood, earthquake, hurricane, and other damages. LATAM group's vehicles are generally insured against the risk of robbery, damages, fire, and general liabilities. Additionally, LATAM maintains a casualty insurance program that provides coverage worldwide.

Information and Digital Technologies

The LATAM website and mobile app launched in 2021 and 2022 enabled customers to complete their purchases in less time and manage payments, refunds, and compensations through a digital wallet, all while seeking to strengthen its ancillary offerings. In 2025, LATAM continues to strengthen the positioning of its app across its markets through a focused customer acquisition and activation strategy.

During the year, LATAM prioritized the adoption of new technological tools and AI-driven processes to reduce contact center volume, achieving a call rate of 0.08 per passenger. At the same time, LATAM has consistently improved its response to customer pain points by effectively managing and resolving claims, resulting in a 23% reduction in the complaint rate compared to 2024. LATAM has also maintained service levels above 90% for digital changes and refunds.

LATAM continued to work on positioning latam.com as a single marketplace for all travel needs while boosting the sales of air ancillaries and packages. Consequently, as of December 2025, latam.com reached an annual

market penetration of 61%, which reflects the percentage of passengers who purchased through LATAM's direct sales channel latam.com, and continued working on the connection to the IATA's NDC to strengthen connections with indirect channels while maintaining direct connectivity.

LATAM has incorporated a dedicated analytics and AI taskforce focused on network optimization, personalization of flight offers, fuel consumption and predictive maintenance.

Furthermore, we have highlighted the adjustment of strategies to reduce our technology supplier footprint by renegotiating key contracts to ensure flexibility and cost efficiency.

For information on cybersecurity, see "Item 16K. Cybersecurity."

Regulation

Below is a brief reference to the material effects of aeronautical and other regulations in force in the relevant jurisdictions in which we operate. We are subject to the jurisdiction of various regulatory and enforcement agencies in each of the countries where we operate. We believe we have obtained and maintained the necessary authority, including authorizations and operative certificates where required, which are subject to ongoing compliance with statutes, rules and regulations pertaining to the airline industry, including any rules and regulations that may be adopted in the future.

The countries where we carry out most of our operations are contracting states and permanent members of the ICAO, an agency of the United Nations established in 1947 to assist in the planning and development of international air

transportation. The ICAO establishes technical standards for the international aviation industry. In the absence of an applicable local regulation concerning safety or maintenance, the countries where we operate have incorporated by reference the majority of the ICAO's technical standards. We believe that we are in material compliance with all such relevant technical standards.

Environmental and Noise Regulation

There are no material environmental regulations or controls in the jurisdictions in which we operate imposed upon airlines, applicable to aircraft, or that otherwise affect us, except for environmental laws and regulations of general applicability.

In Chile, Brazil, Colombia, Ecuador, Peru, among others, aircraft must comply with certain noise restrictions. LATAM's aircraft substantially comply with all such restrictions, having implemented at least the standard known as "Stage 4 Requirements" across its fleet.

In 2016, the ICAO adopted a resolution creating the Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA), providing a framework for a global market-based measure to stabilize CO2 emissions in international civil aviation (i.e., civil aviation flights that depart in one country and arrive in a different country). With the adoption of this framework, the aviation industry became the first industry to achieve an agreement with respect to its CO2 emissions. The scheme, which defines a unified standard to regulate CO2 emissions in international flights, started being implemented in various phases by ICAO member states in 2021 (with the voluntary member states).

Safety and Security

Our operations are subject to the jurisdiction of various agencies in each of the countries where we operate, which set standards and requirements for the operation of aircraft and its maintenance.

In the United States, the Aviation and Transportation Security Act requires, among other things, the implementation of certain security measures by airlines and airports, such as the requirement that all passenger bags be screened for explosives. Funding for airline and airport security required under the Aviation Security Act is provided in part by a US\$5.60 per segment passenger security fee, subject to a US\$11.20 per round-trip cap; however, airlines are responsible for costs in excess of this fee. Implementation of the requirements of the Aviation Security Act has resulted in increased costs for airlines and their passengers. Since the events of September 11, 2001, the United States Congress has mandated, and the TSA has implemented, numerous security procedures and requirements that have imposed and will continue to impose burdens on airlines, passengers and shippers.

Below are some specific aeronautical regulations related to route rights and pricing policy in the countries where we operate.

Chile

Aeronautical Regulation

Both the CDGAC and the Chilean Civil Aviation Administration (*Junta de Aeronáutica Civil* or “JAC”) oversee and regulate the Chilean aviation industry. The CDGAC reports directly to the Chilean Air Force and is responsible for supervising compliance with Chilean laws and regulations relating to air navigation. The JAC is the Chilean civil aviation authority. Primarily on the basis of Decree Law No. 2,564, which regulates commercial aviation, the JAC establishes the main commercial policies for the aviation industry in Chile and regulates the assignment of international routes and the compliance with certain insurance requirements, while the CDGAC regulates flight operations, including personnel, aircraft and security standards, air traffic control and airport management. We have obtained and maintain the necessary authority from the Chilean government to conduct flight operations, including authorization certificates from the JAC and technical operative certificates from the CDGAC, the continuation of which is subject to the ongoing compliance with applicable statutes, rules and regulations pertaining to the airline industry, including any rules and regulations that may be adopted in the future.

Chile is a contracting state, as well as a permanent member, of the ICAO. Chilean authorities have incorporated ICAO’s technical standards for the international aviation industry into Chilean laws and regulations. In the absence of an applicable Chilean regulation concerning safety or maintenance, the CDGAC has incorporated by reference the majority of the ICAO’s technical standards. We believe that we are in material compliance with all such relevant technical standards.

Route Rights

Domestic Routes: Chilean airlines are not required to obtain permits in order to carry passengers or cargo on any domestic routes, but only to comply with the technical and insurance requirements established respectively by the CDGAC and the JAC. There are no regulatory barriers that would prevent a foreign airline from creating a Chilean subsidiary and entering the Chilean domestic market using that subsidiary. On January 18, 2012, the Secretary of Transportation and the Secretary of Economics of Chile announced a unilateral opening of the Chilean domestic skies. This was confirmed in November 2013, and has been in force since that date.

International Routes: As an airline providing services on international routes, LATAM is also subject to a variety of bilateral civil air transportation agreements that provide for the exchange of air traffic rights between Chile and various other countries. There can be no assurance that existing bilateral agreements between Chile and foreign governments will continue, and a modification, suspension or revocation of one or more bilateral treaties could have a material adverse effect on our operations and financial results.

International route rights, as well as the corresponding landing rights, are derived from a variety of air transportation agreements negotiated between Chile and foreign governments. Under such agreements, the government of one country grants the government of another country the right to designate one or more of its domestic airlines to operate scheduled services to certain destinations of the former and, in certain cases, to further connect to third-country destinations. In Chile, when additional route frequencies to and from foreign cities become available, any eligible airline may apply to obtain them. If there is more than one applicant for a route frequency, the JAC awards it through a public auction for a period of five years. The JAC grants route frequencies subject to the condition that the recipient airline operates them on a permanent basis. If an airline fails to operate a route for a period of six months or more, the JAC may terminate its rights to that route. International route frequencies are freely transferable. In October 2023, a public auction was held by JAC for 13 international frequencies for the Santiago – Lima route where three Chilean airlines participated, LATAM won 10 of 13, for which we paid US\$ 315,000.

Airfare Pricing Policy

Chilean airlines are permitted to establish their own domestic and international fares without government regulation. For more information, see “—Antitrust Regulation” below. In 1997, the Antitrust Commission approved and imposed a specific self-regulatory fare plan for our domestic operations in Chile consistent with the Antitrust Commission’s directive to maintain a competitive environment. According to this plan, we must file notice with the JAC of any increase or decrease in standard fares on routes deemed “non-competitive” by the JAC and any decrease in fares on “competitive” routes at least 20 days in advance. We must file notice with the JAC of any increase in fares on “competitive” routes at least 10 days in advance. In addition, the Chilean authorities now require that we justify any modification that we make to our fares on non-competitive routes. We must also ensure that our average yields on a non-competitive route are not higher than those on competitive routes of similar distance.

Peru

Aeronautical Regulation

The Peruvian Civil Aviation General Office (*Dirección General de Aeronáutica Civil* or “PDGAC”) oversees and regulates the Peruvian aviation industry. The PDGAC reports directly to the Ministry of Transportation and Communications and is responsible for supervising compliance with Peruvian laws and regulations relating to air navigation. In addition, the PDGAC regulates the assignment of national and international routes, and the compliance with certain insurance requirements, and it regulates flight operations, including personnel, aircraft and security standards, air traffic control and airport management. We have obtained and maintain the necessary authorizations from the Peruvian government to conduct flight operations, including authorization and technical operative certificates, the continuation of which is subject to the ongoing compliance with applicable statutes, rules and regulations pertaining to the airline industry, including any rules and regulations that may be adopted in the future.

Peru is a contracting state and a permanent member of the ICAO. The ICAO establishes technical standards for the international aviation industry, which Peruvian authorities have incorporated into Peruvian laws and regulations. In the absence of an applicable Peruvian regulation concerning safety or maintenance, the PDGAC has incorporated by reference the majority of the ICAO’s technical standards. We believe that we are in material compliance with all relevant technical standards.

Route Rights

Domestic Routes: Peruvian airlines are required to obtain permits in connection with carrying passengers or cargo on any domestic routes and to comply with the technical and legal requirements established by the PDGAC. Non-Peruvian airlines are not permitted to provide domestic air service between destinations in Peru.

International Routes: As an airline providing services on international routes, LATAM Airlines Peru is also subject to a variety of bilateral civil air transport agreements that provide for the exchange of air traffic rights between Peru and various other countries. There can be no assurance that existing bilateral agreements between Peru and foreign governments will continue, and a modification, suspension or revocation of one or more bilateral treaties could have a material adverse effect on our operations and financial results.

International route rights, as well as the corresponding landing rights, are derived from a variety of air transport agreements negotiated between Peru and foreign governments. Under such agreements, the government of one country grants the government of another country the right to designate one or more of its domestic airlines to operate scheduled services to certain destinations of the former and, in certain cases, to further connect to third-country destinations. In Peru, when additional route frequencies to and from foreign cities become available, any eligible airline may apply to obtain them. If there is more than one applicant for a route frequency, the PDGAC awards it in compliance with different designation rules for a period of four years. The PDGAC grants route frequencies subject to the condition that the recipient airline operates them on a permanent basis. If an airline fails to operate a route for a period of 90 days or more, the PDGAC may terminate its rights to that route. In recent years, the PDGAC has revoked the unused route frequencies of several Peruvian operators.

Ecuador

Aeronautical Regulation

There are two institutions that control commercial aviation on behalf of the State: (i) The Ecuadorian National Civil Aviation Counsel *Consejo Nacional de Aviación Civil* or CNAC”), which directs aviation policy; and (ii) the EDGAC, which is a technical regulatory and control agency. The CNAC issues operating permits and grants operating concessions to national and international airlines. It also issues opinions on bilateral and multilateral air transportation treaties, allocates routes and traffic rights, and approves joint operating agreements such as wet leases and shared codes.

Fundamentally, the EDGAC is responsible for:

- ensuring that the national standards and technical regulations and international ICAO standards and regulations are observed;
- keeping records on insurance, airworthiness and licenses of Ecuadorian civil aircraft;

- maintaining the National Aircraft Registry;
- issuing licenses to crews;
- controlling air traffic control inside domestic air space;
- approving shared codes; and
- modifying operations permits.

The EDGAC also must comply with the standards and recommended methods of ICAO since Ecuador is a signatory of the 1944 Chicago Convention.

Route Rights

Airlines must obtain authorization from the CNAC (an operating permit or concession) in order to provide air transportation services. For domestic operations, only companies incorporated in Ecuador may operate locally, and only aircraft registered in Ecuador and operated under dry leases agreements, or foreign aircraft, provided that they are registered as primary aircraft, are authorized to operate domestically.

International Routes: Permits for international operations are based on air transportation treaties signed by Ecuador or, otherwise, the principle of reciprocity is applied. All airlines doing business in Latin America that are incorporated in countries that are members of the *Comunidad Andina de Naciones* (the Andean Community, or “CAN”) obtain their traffic rights on the basis of decisions currently in force under that regime, in particular decision N°582 of 2004, which guarantee free access to markets, with no type of restriction except technical considerations.

Airfare Pricing Policy

On October 13, 2011, The Statutory Law of Regulation and Control of the Market Power was passed with a purpose to avoid, prevent, correct, eliminate and sanction the abuse of economic operators with market power, as well as to sanction restrictive, disloyal and agreements involving collusive practices. This Law creates a new public entity as the maximum authority of application and establishes the procedures of investigation and the applicable sanctions, which are severe. Rates are not regulated and are subject only to registration. In general, bilateral treaties regarding air transportation allow for airfares to be regulated by the regulation of the country of origin.

Brazil

Aeronautical Regulation

The Brazilian aviation industry is regulated and overseen by the Brazilian National Civil Aviation Agency (Agência Nacional de Aviação Civil, or the “Brazilian ANAC”). The Brazilian ANAC reports directly to the Ministry of Ports and Airports, which is subordinated by the Federal Executive Power of this country. Primarily on the basis of Law No. 11.182/2005, the Brazilian ANAC was created to regulate commercial aviation, air navigation, the assignment of domestic and international routes, compliance with certain insurance requirements, flight operations, including personnel, aircraft and security standards, air traffic control, in this case sharing its activities and responsibilities with the Brazilian Department of Airspace Control (Departamento de Controle do Espaço Aéreo, or “DECEA”), an entity subordinated to the Brazilian Air Force (Comando da Aeronáutica), under the Ministry of Defense, and responsible for managing the Brazilian Airspace Control System (SISCEAB), and airport management, in this last case sharing responsibilities with the Brazilian Airport Infrastructure Company (Empresa Brasileira de Infra-Estrutura Aeroportuária, or “INFRAERO”), a public company that was created by Law No. 5862/72, and is responsible for administrating, operating and exploring Brazilian airports industrially and commercially (with the exception of airports granted to private initiative).

LATAM Airlines Brazil has obtained and maintains the necessary authority from the Brazilian government to conduct flight operations, including authorization and technical operative certificates from Brazilian ANAC, the continuation of which is subject to ongoing compliance with applicable statutes, rules and regulations pertaining to the airline industry, including any rules and regulations that may be adopted in the future.

Brazilian ANAC is the Brazilian civil aviation authority and it is responsible for supervising compliance with Brazilian laws and regulations relating to air transport. Brazil is a contracting state and a permanent member of

the ICAO. The ICAO establishes technical standards for the international aviation industry, which Brazilian authorities have incorporated into Brazilian laws and regulations. In the absence of an applicable Brazilian regulation concerning safety or maintenance, Brazilian ANAC has incorporated by reference the majority of the ICAO's technical standards.

Route Rights

Domestic Routes: Brazilian airlines operate under a public services concession, and for that reason Brazilian airlines are required to obtain a concession to provide passenger and cargo air transportation services from the Brazilian authorities. In addition, an Air Operator Certificate (AOC) is also required for Brazilian Airlines to provide regular domestic passenger or cargo transportation services. Brazilian Airlines also need to comply with all technical requirements established by the Brazilian ANAC. Based on the Brazilian Aeronautical Code ("CBA") established by Brazilian Federal Law No. 7,565/86, there are no limitations to ownership of Brazilian airlines by foreign investors. The CBA also states that non-Brazilian airlines are not authorized to provide domestic air transportation services in Brazil. Under the CBA, domestic air transportation services are reserved for legal entities constituted under Brazilian laws, headquartered in Brazil with its management based in the country.

International Routes: Brazilian and non-Brazilian airlines providing services on international routes are also subject to a variety of bilateral civil air transport agreements that provide for the exchange of air traffic rights between Brazil and various other countries. International route rights, as well as the corresponding landing rights, are derived from a variety of air transport agreements negotiated between Brazil and foreign governments. Under such agreements, the government of one country grants the government of another country the right to designate one or more of its domestic

airlines to operate scheduled services to certain destinations of the former and, in certain cases, to further connect to third-country destinations. In Brazil, when additional route frequencies to and from foreign cities become available, any eligible airline may apply to obtain them. If there is more than one applicant for a route frequency, Brazilian ANAC must carry out a public bid and award it to the elected airline, Brazilian ANAC grants route frequencies subject to the condition that the recipient airline operates them on a permanent basis. Brazilian ANAC's Resolution No 491/18 indicates the requirements to establish the underuse of a frequency, and how it could be revoked and reassigned. This provision of the resolution came into force in September 2019.

Airfare Pricing Policy

Brazilian and non-Brazilian airlines are permitted to establish their own international and domestic fares, in this last case only for Brazilian airlines, without government regulation, as long as they do not abuse any dominant market position they may enjoy. Airlines may file complaints before the Brazilian Administrative Counsel for Economic Defense (*Conselho Administrativo de Defesa Econômica*, or "CADE") with respect to monopolistic or other pricing practices by other airlines that violate Brazil's antitrust laws.

Colombia

Aeronautical Regulation

The governmental entity in charge of regulating, directing and supervising civil aviation in Colombia is the Civil Aviation Special Management Unit (Unidad Administrativa Especial de Aeronáutica Civil, "Aerocivil" or "AC"), a special administrative unit attached to the Ministry of Transportation. The AC is the aeronautical authority for the entire national territory, in charge of regulating and supervising Colombian airspace in accordance with the Colombian Political Constitution, international treaties ratified by Colombia, and applicable aeronautical regulations. The AC has the authority to interpret, apply, and issue complementary regulations regarding civil aviation and air transportation to ensure compliance with the Reglamentos Aeronáuticos de Colombia ("RAC"), subject to the principles of legality and due process established in the Colombian Political Constitution and the Code of Administrative Procedure and Administrative Litigation (Law No. 1,437 of 2011). The AC also grants the necessary permits for air transportation.

Route Rights

The AC grants operation permits to domestic and foreign carriers that intend to operate in, from and to Colombia. In the case of Colombian airlines, in order to obtain the Air Operator Certificate (AOC) and operational permit, the company must comply with the RAC and fulfill legal, economic, financial, and technical requirements, established in Decree N. 1,282 of 1994 and related regulations. The application process includes a public hearing

procedure where the public convenience and necessity of the service is evaluated, in accordance with the principles of transparency and public participation required under Colombian administrative law. The same process must be followed to add national or international routes. The granting of international routes is subject to the bilateral and multilateral air service agreements entered into by Colombia. Exceptions to the public hearing procedure include: (i) applications from air carriers of member countries of the Andean Community (CAN) under Decision No. 582 of 2004, which establishes an open skies regime among member states; (ii) routes or permits that are part of a liberalized regime under applicable bilateral or multilateral agreements; and (iii) other exceptions as may be established by the AC in accordance with applicable regulations. Even if the public hearing process does not apply, the airline must submit a complete technical, economic, and financial study to the AC and the request must be published on the official website of the authority for a minimum period as established by regulation, in compliance with the right to access public information guaranteed by Article 74 of the Colombian Political Constitution and Law No. 1,712 of 2014 (Transparency and Access to Public Information Law). Route authorizations are granted on a non-transferable basis and are specific to the authorized air carrier, in accordance with Decree No. 1,282 of 1994. Regarding foreign investment in Colombian airlines, while there are generally no restrictions on the percentage of foreign capital participation in domestic air carriers under current regulations, such investments must comply with foreign investment registration requirements established by the Central Bank (Banco de la República) and the Ministry of Commerce, Industry and Tourism, and are subject to applicable competition law provisions under Law No. 1,340 of 2009 (Superintendence of Industry and Commerce).

Airfare Pricing Policy

Since July 2007, pursuant to Resolution No. 3,299 of 2007, issued by Aerocivil, minimum airfare requirements for both international and domestic air transportation were eliminated, allowing airlines to establish fares based on market

conditions, subject to consumer protection laws, including Law No. 1,480 of 2011 (Consumer Protection Statute). Under Resolution No. 904 of 2012, issued in February 2012, the Aerocivil eliminated the mandatory fuel surcharge for both domestic and international air transportation of passengers and cargo. As of April 1, 2012, air carriers may decide at their discretion whether to charge a fuel surcharge, provided that such charges comply with consumer protection regulations and transparency requirements. If a fuel surcharge is charged, it must be included in the total fare price, but must be disclosed separately and clearly on tickets, in advertising, and in all marketing materials used by the airline, in accordance with consumer transparency and information rights established under Law No. 1480 of 2011 and Decree No. 1,074 of 2015 (Single Regulatory Decree of the Commerce, Industry and Tourism Sector).

In the same line, as of April 1, 2012, there is no longer any restriction on maximum fares published by the airlines or with respect to the obligations for air carriers to report to the Aeronautical civil authority the fares and conditions the day after being published maximum airfare restrictions were eliminated, and airlines are no longer required to report fares and conditions to Aerocivil on the day following publication. However, airlines remain subject to: (i) general reporting obligations as may be required by Aerocivil for statistical and regulatory purposes; (ii) consumer protection laws that prohibit abusive, misleading, or discriminatory pricing practices under Law No. 1,480 of 2011; and (iii) competition law provisions under Law No. 1,340 of 2009 that prohibit price-fixing and other anticompetitive conduct.

Administrative fares are not subject to any changes, and its charge is mandatory for the transport of passengers under Aeronautical Civil Regulations. Differential administrative fares apply to ticket sales made through Internet channels.

Antitrust Regulation

Chile

The National Economic Prosecutor Office (“FNE” by its Spanish name) is one of the main antitrust authorities in Chile. The FNE oversees and investigates antitrust matters, which are governed by Decree Law No. 211 of 1973, as amended, or the “Antitrust Law.” The Antitrust Law considers as anticompetitive, any conduct that prevents, restricts or hinders competition, or sets out to produce said effects.

The Antitrust Law continues by giving examples of the following anticompetitive conducts: (i) cartels; (ii) abuse of dominance; and (iii) interlocking.

The FNE or an aggrieved person may sue for damages arising from a breach of Antitrust Law by suing in the Chilean Antitrust Court (Tribunal de Defensa de la Libre Competencia, or “TDLC”). The TDLC has the authority to impose a variety of sanctions for violations of the Antitrust Law, including: (i) the amendment or termination of acts and contracts; (ii) the amendment or dissolution of legal entities involved in the infringement; and/or (iii) the imposition of a fine up to 30% of the sales of the infringing entity corresponding to the line of products and/or

services associated to the infraction, during the entire term for which the infringement lasted; alternatively, a fine equal to the double of the economic benefit obtained by the infringing company; or when none of these alternatives can be applied, a fine up to approximately US\$50 million (60,000 UTA). If the TDLC finds an antitrust infringement, an aggrieved person may sue for damages in a follow-on suit before the TDLC, including both individual claims as well as class actions.

The Antitrust Law also considers the possibility of criminal sanctions for individuals involved in cartel cases. On August 17, 2023 Chilean Law No. 21,595 (the Economic Crimes Act, or “ECA”) was published in the Official Gazette. The ECA modified the criminal sanctions applicable to individuals in cartel cases, which include the following:

1. Imprisonment in its maximum degree to imprisonment in its minimum degree (i.e., from three years and one day to 10 years).
2. Fines, calculated according to the system of “daily fines” (in principle, 151 to 200 daily fines). The value of a daily fine corresponds to the average daily net income that the convicted person has had in the period of one year before the start of investigation against such individual, considering work income, rents, income from capital or income of any other kind. If the average daily net income is disproportionately low in relation to the assets of the convicted person, the court may increase the value of the daily fine by up to two times.
3. Disgorgement of profits, by which a person is dispossessed of patrimonial assets whose value corresponds to the amount of the profits obtained through the crime or by perpetrating it. The profits obtained include the rents and profits that have been originated, whatever their legal nature. The profits also include the equivalent of the costs

avoided by the wrongful act. The disgorgement of profits can be imposed even without a conviction, provided it is proven that the assets had their origin in an act constituting a crime.

4. Disqualification from holding public office, from three years to perpetuity.
5. Disqualification from serving as director or principal executive on any entity subject to the supervision of the Financial Market Commission or in a company controlled by the State, from three to 10 years.
6. Disqualification from contracting with the State (any of its organs, services, companies or companies) and termination of any contract in force with the State, from three years to perpetuity. The disqualification is extended to any company, foundation or corporation in which the convicted person is directly or indirectly a partner, shareholder or member.

These sanctions can be applied jointly. In addition, according to the ECA, cartel crimes always qualify as an “economic crime,” so that the specific determination of the prison sentence to be imposed, as well as the decision on its potential substitution by a form of execution in freedom or with partial imprisonment, is governed by the ECA.

As described above under “—Airfare Pricing Policy,” pursuant to Resolution No. 445 of August 1995, the predecessor to the TDLC approved a merger between LAN Chile and LADECO subject to certain conditions, including a specific self-regulated fare plan for domestic air passenger market consistent with the TDLC’s directive to maintain a competitive environment within the domestic market. This self-regulated fare plan was updated by the TDLC particularly to maintain its objective which consists of a tariff regulation, through which maximum rates are established on non-competitive routes under a monthly compliance scheme. Thus, since October 1997, LATAM Chile follows a self-regulated plan, which was modified and approved by the TDLC in July 2005, and further in September 2011. In February 2010, the FNE closed the investigation initiated in 2007 regarding our compliance with this self-regulated fare plan and no further observations were made.

In June 2012, the antitrust authorities in Chile and Brazil each imposed certain mitigation measures as part of their approval of the LAN/TAM merger. Furthermore, the association was also submitted to the antitrust authorities in Germany, Italy, Spain and Argentina. All these jurisdictions granted unconditional clearances for this transaction. For more information regarding these mitigation measures, see below.

The mitigation measures imposed by the TDLC in connection with the LAN and TAM merger were part of a decision issued on September 21, 2011 (the “Decision”). The TDLC approved the proposed merger between LAN and TAM, subject to 14 conditions as generally described below:

1. swap certain slots in the Guarulhos Airport at São Paulo, Brazil, to be used by an occasional third party interested in offering direct non-stop flights between São Paulo and Santiago;
2. extension of the airline loyalty program to airlines operating or willing to operate the Santiago-São Paulo, Santiago-Rio de Janeiro, Santiago-Montevideo and Santiago-Asunción routes during the five-year period from the effective time of the merger;
3. execution of interline agreements with airlines operating the Santiago-São Paulo, Santiago-Rio de Janeiro and Santiago-Asunción routes;
4. certain capacity and other transitory restrictions applicable to the Santiago-São Paulo route;
5. certain amendments to LAN's self-regulatory fare plan approved by the TDLC with respect to LAN's domestic passenger business;
6. the obligation of LATAM to resign to one global airline alliance within 24 months from the date in which the merger becomes effective, except in the case that the TDLC approves otherwise, or to elect not to participate in any global airline alliance;
7. certain restrictions on code-sharing agreements with certain south American carriers or carriers outside the global airline alliance to which LATAM belongs for routes with origin or destination in Chile or that connect to North

America and Europe, including the obligation to consult with, and obtain approval from, the TDLC prior to its execution of certain of those codeshare agreements (the “Seventh Condition”);

8. the abandonment of four air traffic frequencies with freedom rights between Chile and Peru, limitations to acquire more than 75% of the air traffic frequencies in that route, and the term for which air traffic frequencies may be granted to LATAM by the Chilean authorities;
9. issuance of a statement by LATAM supporting the unilateral opening of the Chilean domestic skies (*cabotage*) and abstention from any actions that would prevent such opening;
10. promotion by LATAM of the growth and normal operation of the Guarulhos (Brazil) and Arturo Merino Benítez (Chile) airports, to facilitate access thereto to other airlines;
11. certain restrictions regarding incentives to travel agencies;
12. to maintain temporarily 12 round trip flights per week between Chile and the United States and at least seven round trip non-stop flights per week between Chile and Europe;
13. certain transitory restrictions on increasing fares in the Santiago-São Paulo and Santiago - Rio de Janeiro routes for the passenger business and for the Chile-Brazil routes for the cargo business; and
14. engaging an independent consultant, expert in airline operations to, in coordination with the FNE, monitor and audit compliance with the conditions imposed by the Decision for 36 months.

Around June 2015, the FNE filed a complaint against LATAM before the TDLC alleging that LATAM was not complying with the Seventh Condition. LATAM filed a statement of defense opposing the claim and later reached a settlement agreement with the FNE (the “Settlement Agreement”) which was approved by the TDLC on December 22, 2015. The Settlement Agreement terminated the legal proceeding initiated by the FNE and did not establish any violation by LATAM of the TDLC resolutions or any applicable antitrust regulations by LATAM. The Settlement Agreement did establish the obligation of LATAM to amend and terminate certain code share agreements and contract an independent third-party consultant, which would act as an advisor to the FNE to monitor the compliance by LATAM of the Seventh Condition and the Settlement Agreement.

On October 15, 2019, LATAM was notified that the FNE had opened an investigation regarding a joint venture agreement entered into between LATAM and Delta. On August 13, 2021, Delta and LATAM reached an Out-of-Court agreement with FNE to close the investigation and allow the implementation of their joint venture agreement, subject to certain mitigation measures. On October 28, 2021 the settlement was approved by the TDLC.

The mitigation measures included, among others, obligations for LATAM to restrict and isolate information exchanges and databases related to joint venture markets, as well as updating the company's compliance program. The settlement also imposes certain obligations on Delta and on directors to LATAM's board nominated with Delta's votes, such as affidavits attesting the independence of LATAM's directors nominated with Delta's votes, compliance measures to restrict the exchange of commercially sensitive information, and periodic antitrust training regarding their obligations under the settlement.

On November 6, 2023, LATAM, Delta and FNE reached another out-of-court agreement to amend part of the codeshare agreements between the companies, which was approved by the TDLC on December 7, 2023.

Relatedly, on October 3, 2025, LATAM and the FNE reached another out-of-court agreement to amend certain provisions of the existing codeshare agreements between LATAM and Delta, which was approved by the TDLC on October 29, 2025.

Brazil

The CADE approved the LAN/TAM merger by unanimous decision during its hearing on December 14, 2011, subject to the following conditions: (1) the new combined group (LATAM) should leave one of the two global alliances to which it was a part of (Star Alliance or oneworld); and (2) the new combined group (LATAM) should offer to swap two pairs of slots in Guarulhos International Airport, to be used by an occasional third party interested in offering direct non-stop flights between São Paulo and Santiago, Chile. These impositions are in line with the mitigation measures adopted by the TDLC, in Chile.

On February 24, 2021, the CADE approved without remedies the Joint Venture Agreement between Delta Air Lines and LATAM Airlines Group. Previously, in a separate case, the CADE approved without remedies the acquisition by Delta Air Lines of up to 20% of LATAM common shares on March 18, 2020.

Uruguay

On December 14, 2020, the antitrust authority of Uruguay (*Comisión de Promoción y Defensa de la Competencia*) approved the Joint Venture Agreement between LATAM and Delta Air Lines. The same agreement was filed before the aeronautical authority of Uruguay (the *Dirección Nacional de Aviación Civil e Infraestructura Aeronáutica*) on September 21, 2020 and approved by default on December 20, 2020, as the timeframe provided by the Aeronautical Code Law to the authority in order to resolve on the matter expired (90 days after filing).

United States

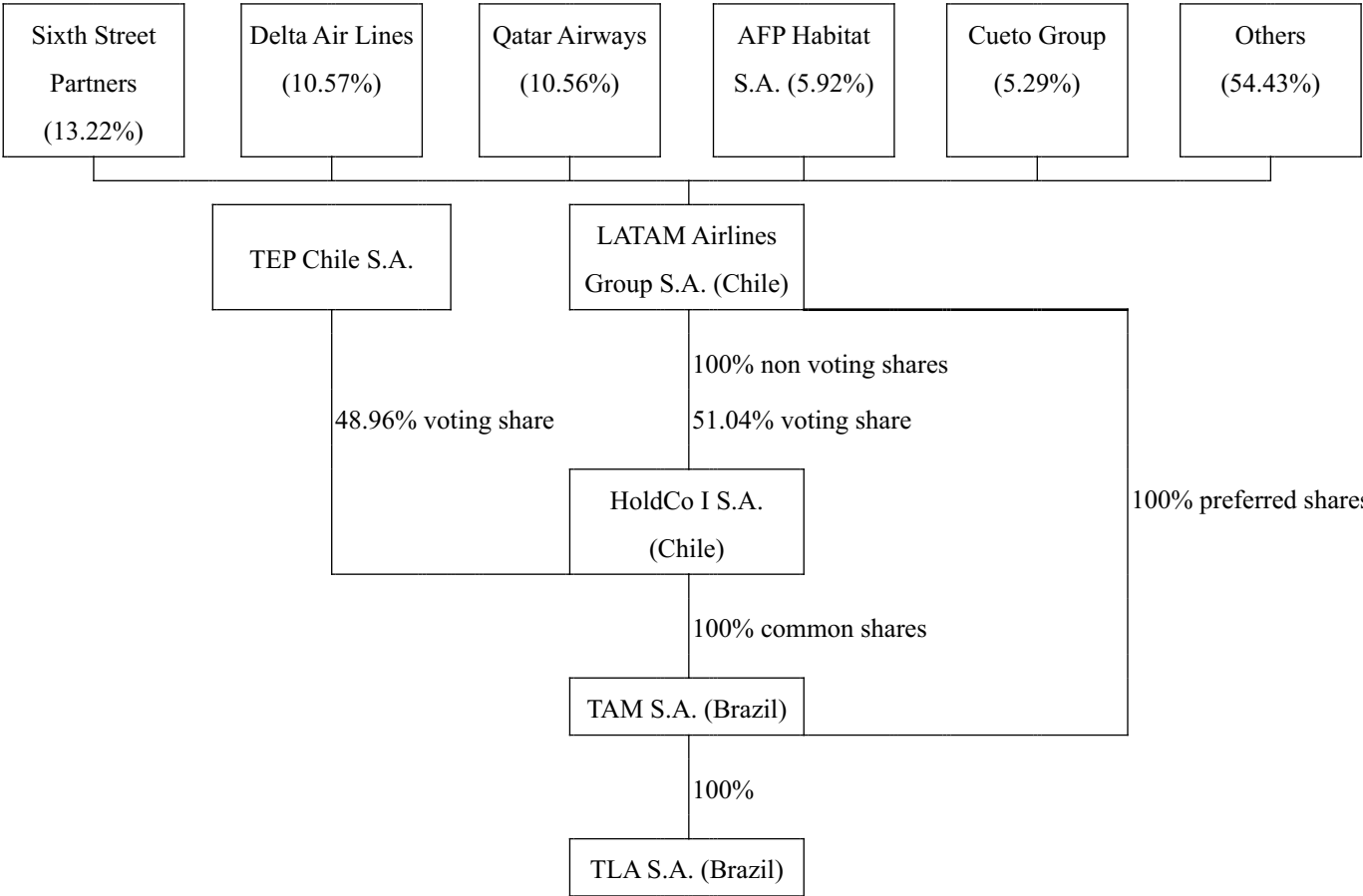
On July 8, 2020, LATAM and Delta Air Lines applied for approval and antitrust clearance of all the agreements related to their Joint Venture Agreement before the U.S. Department of Transportation (“DOT”). On September 30, 2022, the DOT approved the Joint Venture Agreement between Delta Air Lines and LATAM group.

Colombia

On September 4, 2020, LATAM and Delta Air Lines applied for an approval of the Joint Venture Agreement before Aerocivil, which was finally received on May 10, 2021.

C. Organizational Structure

LATAM Airlines Group and LATAM Airlines Brazil ownership structure as of March 2, 2026 is as follows:



As of December 31, 2025, LATAM group is composed of LATAM Airlines Group, incorporated in Chile, and nine main operating subsidiaries as follow:

Legal Name	Place of Incorporation	Doing Business as	Ownership (%) ¹	
Transporte Aéreo S.A	Chile	LATAM Airlines Chile	100.00%	
LATAM Airlines Perú S.A.	Peru	LATAM Airlines Peru	99.81%	
LATAM-Airlines Ecuador S.A.	Ecuador	LATAM Airlines Ecuador	Voting	60.00%
			No Voting	100.00%
Aerovías de Integración Regional, Aires S.A	Colombia	LATAM Airlines Colombia	99.23%	
TAM S.A	Brazil	LATAM Airlines Brazil ²	Voting	51.04%
			No Voting	100.00%
Transporte Aéreos del Mercosur S.A.	Paraguay	LATAM Airlines Paraguay	94.98%	
Lan Cargo S.A	Chile	LATAM Airlines Cargo	99.90%	
Linea Aérea Carguera de Colombia S.A.	Colombia	LATAM Cargo Colombia	90.46%	
Aerolinhas Brasileiras S.A.	Brazil	LATAM Cargo Brazil	100.00%	

(1) Percentage of equity owned by LATAM Airlines Group directly or indirectly through subsidiaries or affiliates.

(2) TAM includes its affiliate TLA.

For more information, see Notes 1 and 14 to our audited consolidated financial statements.

D. Property, Plants and Equipment

Chile

Headquarters

Our main corporate facility is located in Las Condes, where we rent 6,750 m² for our executive offices in a central location of Santiago, Chile. This space is distributed on seven floors along one building.

Maintenance Base

Our 162,500 m² maintenance base is located on a site that we own inside Comodoro Arturo Merino Benítez International Airport. This facility contains our aircraft hangar (12,000 m²), warehouses (10,000 m²), workshops (5,300 m²) and offices (11,000 m²), other spaces (22,500m²), as well as a 98,000 m² aircraft parking area capable of

accommodating up to 17 short-haul aircraft. We also lease from the Sociedad Concesionaria Nuevo Pudahuel S.A. approximately 6,320 m² of space inside the Comodoro Arturo Merino Benítez International Airport for operational and service purposes.

Other Facilities

We own 58,000 m² of land and a building on the west side of the Comodoro Arturo Merino Benítez International Airport that houses a flight-training center. This facility features three full-flight simulators (which are not property of LATAM), one for Boeing 787 and two for Airbus A320 aircraft. Also, we have 388,000 m² of land without usage.

Fast Air Almacenes de Carga S.A., one of our affiliates that operates import customs warehouses, utilizes a 10,500 m² warehouse located at Comodoro Arturo Merino Benítez International Airport.

Prime Cargo SpA., one of our affiliates that operates export customs warehouses, utilizes a 2,640 m² warehouse located at Comodoro Arturo Merino Benítez International Airport.

Brazil

Headquarters and Facilities

The Headquarters and Service Academy is located at Rua Atica, about 2.5 km from Congonhas Airport. This property, which LATAM Airlines Brazil owns, is used for human resources selection, medical services, training, mock-ups and offices. The Service Academy comprises 15,342 m² of land area and 9,032 m² of building area.

LATAM Airlines Brazil's main facilities are located in São Paulo, in hangars within the Congonhas Airport and nearby. At Congonhas Airport, LATAM Airlines Brazil leases office facilities in converted hangars belonging to AENA (the Local Airport Administrator). These facilities comprise an area of approximately 38,807 m².

Maintenance Base

The Maintenance, Repair, and Overhaul (MRO) facility, located in the city of São Carlos in the state of São Paulo, is one of LATAM Airlines Brazil's most important infrastructure assets. The facility spans a total area of 120 hectares, including a legal reserve and preservation area. Our MRO has 97,500 m² of built-up area, comprising nine hangars, including the recently inaugurated Hangar 9. This adds an additional 5,000 m², as well as 11,000 m² of apron area.

In addition, LATAM Airlines Brazil operates at Hangars II and V in Congonhas Airport, leased from AENA. This facility covers 23,886 m² of offices and hangars and accommodates approximately 1,300 workstations. It also serves as the base for critical operations, including aircraft maintenance, procurement, aeronautical materials logistics and retrofitting departments.

Other Facilities

In São Paulo, LATAM Airlines Brazil has other facilities, including a call center building with 3,199 m², distributed over five floors (plus a ground floor and a basement) that currently holds about 272 workstations and support rooms (meetings / training / dining room / coordination) of the operations of call center reservations, and other ABSA back office services.

In Guarulhos, LATAM has a total area of approximately 12,649 m² distributed within the passenger terminal, including areas such as check-in, ticket sales, check-out, operations areas, a VIP Lounge and aircraft maintenance spaces. The Hangar Complex adds an area of 65,080 m². The cargo terminal has 252 m² of office and 17,215 m² of open area. Our distribution center supplies area occupies 3,030 m².

New Facilities

LATAM Airlines Brazil completed several infrastructure projects in Brazil during 2025, including:

1. Improvements and adaptations at GRU Airport to align with updated quality standards.

2. Completion of the project to modernize visual communication across cargo terminals.
3. Continued progress of a project to adapt non-administrative buildings and ensure compliance with accessibility standards.
4. The implementation and commencement of operations for a state-of-the-art maintenance hangar (Hangar 9) at the São Carlos MRO facility.
5. The continued reorganization and optimization of operational areas at Congonhas Airport.
6. The initial studies and project planning for the new LATAM Lounge with 4,700 m², which will become the largest airport lounge in Latin America when it opens in 2027.
7. The initiation of studies and project planning for the new EZ Tower office, comprising 1,800 m².

Other locations

We occupy a 36.3-acre site at the Miami International Airport that has been leased to us under a concession agreement by the Miami Dade Aviation Department. Our facilities include a 13,609 m² corporate building, a 115,824 m²

cargo warehouse (including 35,561 m² refrigerated area) and a 238,658 m² aircraft-parking platform. These facilities were constructed and are now leased to us under a long-term contract by Aeroterm, a division of Realterm. For the year ended 2025, we paid US\$12.6 million in rent under the foregoing leases.

In February 2014, the Company entered into a lease agreement with Miami-Dade County covering approximately 1.81 acres of land located on the grounds of the Miami International Airport. The lease has a term of 30 years with a total annual land cost of US\$239,671. Under the lease, we retained the right to construct a hangar facility on the leased premises.

The Company completed construction in November 2015 and the hangar has been operational since June 2016. The property has a 15,479 m² aircraft maintenance space, sufficient to house a Boeing 777 aircraft, in addition to a 9,888 m² area designated for office space. Total investment in this hangar in construction and related expenditures by LATAM was US\$16.5 million.

LATAM Airlines Peru is in the process of constructing new aircraft maintenance platform covering 65,000 m² at the new Jorge Chavez Airport in the city of Lima.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5 OPERATING AND FINANCIAL REVIEW AND PROSPECTS

A. Operating Results

You should read the following discussion of our financial condition and results of operations together with our audited consolidated financial statements and the accompanying notes beginning on page F-1 of this annual report on Form 20-F.

The summary consolidated annual financial information as of December 31, 2025 and 2024, and for the years ended December 31, 2025, 2024 and 2023, has been prepared in accordance with IFRS Accounting Standards and has been derived from our audited consolidated annual financial statements included in this annual report on Form 20-F. The items included in the financial statements of each of the entities of LATAM Airlines Group and Subsidiaries are valued using the currency of the main economic environment in which the entity operates (the functional currency). The functional currency of LATAM is the United States dollar, which is also the presentation currency of the consolidated financial statements of LATAM Airlines Group and Subsidiaries.

Overview

We derive our revenues primarily from transporting passengers on our passenger aircraft, as well as from transporting cargo in the belly of our passenger aircraft and in our dedicated freighter aircraft. In 2025, 87.0% of our total revenues (including in the total for this purpose other income from operating activities) came from passenger revenues and 11.4% came from our cargo business. The remaining 1.6% was classified as other operating income, which consists primarily of LATAM travel business and other miscellaneous income.

Passenger Operations

In general, LATAM's passenger revenues are driven by international and country-specific political and economic conditions, competitive activity, and the attractiveness of the destinations that are served. Passenger revenues are also affected by our capacity, traffic, load factors, yield and unit revenue. The capacity is measured in terms of ASKs, which represents the sum, across the network, of the number of seats made available for sale on each flight, multiplied by the kilometers flown by the respective flight. Traffic in RPKs is measured, as the sum, across the network, of the number of revenue passengers on each flight multiplied by the number of kilometers flown by the respective flight. Load factors represent RPKs (traffic) as a percentage of ASKs (capacity), or the percentage of our capacity that is actually used by paying customers. Yield, revenue from passenger operations divided by RPKs, is used to measure the average amount that

one passenger pays to fly one kilometer and unit revenue, or revenue per ASK, to measure the effect of capacity on revenues.

	For the year ended December 31,		
	2025	2024	Var. %
ASKs (million) (at period end)			
International	90,418.4	82,187.7	10.0%
SSC	27,647.5	27,817.1	(0.6)%
Domestic Brazil	52,746.6	47,925.9	10.1%
Total	170,812.5	157,930.8	8.2%
RPKs (million)			
International	76,853.1	70,769	8.6%
SSC	23,053.7	22,892.8	0.7%
Domestic Brazil	44,203.3	39,475.6	12.0%
Total	144,110.2	133,137.5	8.2%
Passenger load factor (%)			
International	85.0	86.1	(1.1)p.p.
SSC	83.4	82.3	1.1p.p.
Domestic Brazil	83.8	82.4	1.4p.p.
Combined load factor	84.4	84.3	0.1p.p.

In terms of passengers transported by LATAM group, during 2025 we carried 5.4 million more passengers than in 2024, totaling 87.4 million passengers. As of December 31, 2025, consolidated passenger traffic increased by 8.2% and consolidated passenger capacity increased by 8.2%.

As of December 31, 2025, LATAM Airlines Brazil increased its domestic operations, measured in ASKs, by 10.1% compared to 2024. Passenger traffic as measured in RPKs, increased by 12.0% in 2025 with regard to 2024, resulting in a 1.4 percentage points increase in the passenger load factor of LATAM Airlines Brazil, remaining at 83.8%.

The domestic operations of our affiliate carriers based in Chile, Colombia, Ecuador and Peru, which accounted for 16.2% of total passenger capacity (measured in ASKs), showed an increase of 0.7% in passenger traffic (measured in RPKs) in 2025 while capacity decreased (0.6%) as compared to 2024. As a result, the passenger load factor remained stable at 83.4%.

The group's international operations expanded during 2025. Compared to 2024, capacity in international operations increased by 10.0% and traffic by 8.6% in 2025, resulting in a passenger load factor of 85.0%, a decrease of (1.1) percentage points versus the prior year.

Cargo Operations

Cargo operations depend on exports from South America to North America and Europe, and imports from North America and Europe to South America, where Brazil is the main import market. Cargo markets are affected by economic conditions, foreign exchange rates, changes in international trade, the health of particular industries and competition and fuel prices (which we usually pass on to our customers through a cargo fuel surcharge). Cargo revenues are affected by the capacity, traffic, cargo load factors and yield. The capacity is measured in terms of ATKs which represents the number of tons available across the network for the transportation of cargo on each flight, multiplied by the kilometers flown by the respective flights. Traffic in revenue ton kilometers is measured as the amount of cargo loads (measured in tons) on each flight multiplied by the number of kilometers flown by the respective flights. Load factors represent RTKs (traffic) as a percentage of ATKs (capacity), or the percentage of the cargo capacity that is actually used to transport cargo for the

customers. Finally, cargo yield, is used to measure the average amount that the customers pay to transport one ton of cargo per kilometer.

As of December 31, 2025, cargo traffic increased by 2.2% relative to the same period in 2024, while cargo capacity increased 3.1% year-over-year, which led to a decrease of 0.4 percentage points in cargo load factor to 53.3%. Cargo yield decreased 1.1% year-over-year. As a result, revenues per ATK slightly decreased by 0.3% in 2025 compared to 2024, reflecting normalization following the extraordinarily strong cargo performance in late 2024.

Cost Structure

LATAM's costs are largely driven by the size of its operations, fuel prices, fleet costs and exchange rates. These operating expenses include wages and benefits, fuel, depreciation and amortization, commissions to agents, aircraft rentals, other rental and landing fees, passenger services, aircraft maintenance and other operating expenses. The following is a discussion of the drivers of the most important costs.

As an airline group, we are subject to fluctuations in costs that are outside of our control, particularly fuel prices. During 2025, average jet fuel prices decreased by 9.1% compared to 2024. LATAM has a hedging policy to protect medium term liquidity risk from fuel price increases, while participating in the benefits of fuel price reductions. Cost of fuel is also affected by the amount of gallons we consume, which depends on the size of our operation, the efficiency of our fleet and the impact of our efficiency programs.

Personnel expenses are another significant component of our overall costs. Because a significant portion of our labor costs are denominated in Chilean pesos and in Brazilian reais, appreciation of these currencies against the U.S. dollar as well as increases in local inflation rates can result in increased costs in U.S. dollar terms and can negatively affect our results. Depreciation of local currencies results in decreases in costs in dollars. Other important drivers of personnel expenses are average headcount and average wages.

Commissions paid to travel and cargo agents are also a significant cost to LATAM. LATAM group competes with other airlines over the amount of commission paid per sale, particularly in connection with special programs and marketing efforts, and to maintain competitive incentives with travel agents.

Fleet related expenses, namely aircraft rentals, aircraft maintenance and depreciation, are another significant cost, and mainly depend on the number and type of aircraft that are owned and that are under leases. Generally, these costs are largely fixed and can be reduced on a per unit basis by achieving higher aircraft utilization rates. In 2024, only a small fraction of LATAM's wide-body fleet operated on a payment-by-use basis (known as power-by-the-hour, "PBH"), as a result of the Company's negotiations with creditors and lessors during its Chapter 11 Restructuring. These temporary arrangements concluded by year-end 2024, and no PBH-related expenses remain in 2025.

The Aircraft Rentals expense corresponds exclusively to LATAM group's fleet PBH contracts. The Aircraft Rentals expense line item is used to account for the expenses associated with the group's variable payments related to aircraft. During 2021, the Company amended its Aircraft Lease Contracts to include lease payment based on PBH at the beginning of the contract and then switches to fixed-rent payments. A right of use asset and a lease liability was recognized as a result, at the date of modification of the contract. These amounts continue to be amortized over the contract term on a straight-line basis starting from the modification date of the contract. Therefore, as a result of the application of the lease accounting policy, the expenses for the year include both the lease expense for variable payments (Aircraft Rentals) as well as the expenses resulting (included in the Depreciation line) and interest from the lease liability (included in Lease Liabilities).

Results of Operations

LATAM Financial Results Discussion: For the year ended December 31, 2025, compared to the year ended December 31, 2024.

The following table sets forth certain income statement data for LATAM, for the year ended December 31, 2025, and December 31, 2024.

	For the year ended December 31,				
	2025	2024	2025	2024	
	(in US\$ millions, except per share data)		As a percentage of total operating revenues		2025/2024 % change
Consolidated Results of Income by Function					
Operating revenues					
Passenger	12,611.5	11,233.3	88.4%	87.5%	12.3%
Cargo	1,653.5	1,599.8	11.6%	12.5%	3.4%
Total revenues	14,265.1	12,833.0	100.0%	100.0%	11.2%
Cost of sales	(10,104.9)	(9,565.9)	(70.8)%	(74.5)%	5.6%
Gross margin	4,160.2	3,267.1	29.2%	25.5%	27.3%
Other income	229.9	200.7	1.6%	1.6%	14.6%
Distribution costs	(579.0)	(606.2)	(4.1)%	(4.7)%	(4.5)%
Administrative expenses	(870.5)	(824.5)	(6.1)%	(6.4)%	5.6%
Other expenses	(603.9)	(459.8)	(4.2)%	(3.6)%	31.3%
Financial income	146.3	142.4	1.0%	1.1%	2.7%
Financial costs	(721.4)	(882.0)	(5.1)%	(6.9)%	(18.2)%
Foreign exchange gains (losses)	(141.5)	172.9	(1.0)%	1.3%	(181.8)%
Result of indexation units	(0.3)	19.5	—%	0.2%	(101.5)%
Other gains/(losses)	(1.2)	(36.2)	—%	(0.3)%	(96.7)%
Income before taxes	1,618.6	993.9	11.3%	7.7%	62.8%
Income tax (expense)	(155.1)	(16,489)	(1.1)%	(0.1)%	840.4%
Net income for the year	1,463.6	977.4	10.3%	7.6%	49.7%
Income attributable to owners of the parent company	1,460.0	977.0	10.2%	7.6%	49.4%
Income (loss) attributable to non-controlling interests	3.6	0.5	—	—	(656.2)%
Net income for the year	1,463.6	977.4	10.3%	7.6%	49.7%
Earning (loss) per share					
Basic earning (loss) per share (US\$)	0.00248	0.00162	n.a	n.a	53.3%
Diluted earning (loss) per share (US\$)	0.00248	0.00162	n.a	n.a	53.3%

*The abbreviation “n.a.” means not available.

Operating Revenues

Our total revenues increased by 11.2% to US\$14,265.1 million for the year ended December 31, 2025 from US\$12,833.0 million as of December 31, 2024.

Passenger revenues increased by 12.3% to US\$12,611.5 million in 2025 from US\$11,233.3 million in 2024. Total passenger capacity (measured in ASKs) increased by 8.2%, while passenger traffic (measured in RPKs) increased by 8.2%, due to a healthy demand environment throughout 2025, resulting in a consolidated passenger load factor of 84.4%, up 0.1 percentage points versus 2024. Passenger yields increased 3.7% when compared to 2024, and revenues per ASK (PRASK) rose 3.8%, reflecting in our view the strength of LATAM group's differentiated value proposition.

Cargo revenues increased by 3.4%, to US\$1,653.5 million in 2025 from US\$1,599.8 million in 2024. Total cargo capacity (measured in ATKs) increased by 3.1% year-over-year, which led to a decrease of 0.4 percentage points in cargo load factor to 53.3%. Cargo yield decreased 1.1% year-over-year. As a result, revenues per ATK slightly decreased by 0.3% in 2025 compared to 2024, reflecting normalization following strong cargo performance in late 2024.

Passenger and cargo revenues accounted for 88.4% and 11.6% of total revenues in 2025, respectively.

Cost of Sales

Cost of sales increased by 5.6% to US\$10,104.9 million for the year ended December 31, 2025 (from US\$9,565.9 million in 2024), mainly due to an 8.2% increase in passenger operations.

The table below presents cost of sales information for the fiscal year ended December 31, 2025 and 2024.

	For the year ended December 31,				
	2025	2024	2025	2024	
	(in US\$ millions)		As a percentage of total operating revenues		2025/2024 % change
Revenues	14,265.1	12,833.0	100.0%	100.0%	11.2%
Cost of sales	(10,104.9)	(9,565.9)	(70.8)%	(74.5)%	5.6%
Aircraft Fuel	(3,804.8)	(3,970.1)	(26.7)%	(30.9)%	(4.2)%
Wages and Benefits	(1,530.7)	(1,330.5)	(10.7)%	(10.4)%	15.0%
Other Rental and Landing Fees	(1,635.1)	(1,469.3)	(11.5)%	(11.4)%	11.3%
Depreciation and Amortization	(1,586.2)	(1,318.1)	(11.1)%	(10.3)%	20.3%
Aircraft Maintenance	(862.7)	(815.9)	(6.0)%	(6.4)%	5.7%
Passenger Services	(382.3)	(331.9)	(2.7)%	(2.6)%	15.2%
Aircraft Rentals	—	(4.2)	—	— %	(100.0)%
Other Costs of Sales	(303.1)	(325.9)	(2.1)%	(2.5)%	(7.0)%

For the year ended December 31, 2025, aircraft fuel expenses were US\$3,804.8 million, a 4.2%, or US\$165.3 million, decrease compared to US\$3,970.1 million in the year ended December 31, 2024. This decrease was driven by a 9.9% decrease in the average jet fuel price (including hedges) which more than offset a 6.4% increase in fuel consumption associated with the expansion of operations. Additionally, during the year ended December 31, 2025, we recorded a US\$19.1 million gain from fuel hedges compared to a US\$18.1 million gain recorded during the year ended December 31, 2024.

For the year ended December 31, 2025, other rentals and landing fees totaled US\$1,635.1 million, a 11.3%, or US\$165.8 million, increase compared to US\$1,469.3 million in the same period in 2024. The increase in this expense line is related to the 8.2% increase in passenger operations.

For the year ended December 31, 2025, wages and benefits expense totaled US\$1,530.7 million, a 15.0%, or US\$200.2 million, increase compared to US\$1,330.5 million for the year ended December 31, 2024. This increase is mainly explained by the increase in the average headcount of the group, particularly in cabin crew, in line with the increase

in passenger operations, together with higher compensation paid by the respective affiliates to their employees, including a special bonus of US\$40 million in recognition of the strong results in recent years.

For the year ended December 31, 2025, depreciation and amortization reached US\$1,586.2 million, a 20.3%, or US\$268.1 million, increase compared to US\$1,318.1 million in the year ended December 31, 2024, mainly explained by an increase in the number of aircraft in the fleet during this period, including newer aircraft.

For the year ended December 31, 2025, aircraft maintenance totaled US\$862.7 million, an 5.7%, or US\$46.8 million, increase compared to US\$815.9 million in the same period in 2024 explained by increased level of operations and cost escalation driven by supply chain issues, and partially offset by the reversal of certain maintenance provisions related to the early termination of operating lease contracts that subsequently transitioned to finance leases.

For the year ended December 31, 2025, passenger service totaled US\$382.3 million, a 15.2%, or US\$50.4 million, increase compared to US\$331.9 million in the same period in 2024, which is primarily explained by a 6.6% increase in the number of passengers carried during the period, and a more significant international and premium mix in operations.

For the year ended December 31, 2025, aircraft rentals were US\$0.0 million, a 100.0%, or US\$4.2 million, decrease compared to US\$4.2 million in the year ended December 31, 2024. This decrease is explained by the expiration of all power-by-the-hour (“PBH”) contracts for aircraft. The aircraft rentals expense line item includes costs associated with lease payments based on PBH for contracts that have been modified to that structure. The aircraft rentals expense line item is used to account for the expenses associated with the group’s variable payments related to aircraft.

For the year ended December 31, 2025, other cost of sales reached US\$303.1 million, a 7.0%, or US\$22.8 million, decrease compared to US\$325.9 million in the year ended December 31, 2024, driven by lower scrap and amortization expenses resulting from cost reduction initiatives. This was partially offset by higher crew variable expenses due to expanded passenger operations in 2025.

As a result of the above, gross margin (defined as total revenue minus cost of sales) for the year ended December 31, 2025, totaled a gain of US\$4,160.2 million, compared to a gain of US\$3,267.1 million for the year ended December 31, 2024.

Other Consolidated Results

For the year ended December 31, 2025, other income totaled US\$229.9 million, generated primarily from strong performance in ancillary services sales within the LATAM Travel business. This represented a 14.6%, or US\$29.3 million, increase compared to the year ended December 31, 2024.

For the year ended December 31, 2025, distribution costs totaled US\$579.0 million, a 4.5%, or US\$27.2 million, decrease compared to the year ended December 31, 2024, mostly attributed to lower booking system expenses.

For the year ended December 31, 2025, administrative expenses totaled US\$870.5 million, a 5.6%, or US\$46.0 million, increase compared to the year ended December 31, 2024, mainly due to the increase in headcount.

For the year ended December 31, 2025, other expenses totaled US\$603.9 million, a 31.3%, or US\$144.1 million, increase compared to the year ended December 31, 2024, mainly due to higher software and infrastructure services expenses, as well as the reversal of provisions for tax contingencies, during 2024, which affect the comparison base.

For the year ended December 31, 2025, financial income totaled US\$146.3 million, a 2.7%, or US\$3.9 million, increase compared to the year ended December 31, 2024, mainly as a result of a higher level of cash balance compared to the year ended December 31, 2024.

For the year ended December 31, 2025, financial costs totaled US\$721.4 million, a 18.2%, or US\$160.5 million, decrease compared to the year ended December 31, 2024, mainly explained by the interest rate savings obtained from the refinancing of our senior secured notes due 2027 and 2029 completed in October 2024 and July 2025, respectively, partially offset by the income statement impacts related to these refinancings.

For the year ended December 31, 2025, foreign exchange gains (losses) totaled US\$141.5 million in losses, a 181.8%, or US\$314.4 million, decrease compared to the year ended December 31, 2024, mainly as a result of the appreciation of the Brazilian real compared to December 31, 2024.

For the year ended December 31, 2025, other gains and losses amounted to US\$1.2 million in losses, compared to a loss of US\$36.2 million in 2024, mainly explained by lower expenses associated with labor proceedings in Argentina. This line item also includes the effect of the early termination of contracts for aircraft under operating leases, which were subsequently replaced with finance leases.

For the year ended December 31, 2025, income tax cost totaled US\$155.1 million, a 840.4%, or US\$138.6 million, increase compared to the year ended December 31, 2024. This difference is mainly explained by an increase of US\$3.1 million in deferred tax benefits and an increase of US\$141.7 million in current tax expense related to certain subsidiaries of the group.

Net profit

Net profit for the year ended December 31, 2025 totaled US\$1,463.6 million, compared to a net profit of US\$977.4 million recorded in 2024. Net profit attributable to owners of the parent company was US\$1,460.0 million in 2025

LATAM Financial Results Discussion: For the year ended December 31, 2024 compared to the year ended December 31, 2023.

The following table sets forth certain income statement data for LATAM, for the year ended December 31, 2024, and December 31, 2023.

	For the year ended December 31,				
	2024	2023	2024	2023	
	(in US\$ millions, except per share data)		As a percentage of total operating revenues		2024/2023 % change
Consolidated Results of Income by Function					
Operating revenues					
Passenger	11,233.3	10,215.1	87.5%	87.8%	10.0%
Cargo	1,599.8	1,425.4	12.5%	12.2%	12.2%
Total revenues	12,833.0	11,640.5	100.0%	100.0%	10.2%
Cost of sales	(9,565.9)	(8,816.6)	(74.5)%	(75.7)%	8.5%
Gross margin	3,267.1	2,824.0	25.5%	24.3%	15.7%
Other income	200.7	148.6	1.6%	1.3%	35.0%
Distribution costs	(606.2)	(587.3)	(4.7)%	(5.0)%	3.2%
Administrative expenses	(824.5)	(683.3)	(6.4)%	(5.9)%	20.7%
Other expenses	(459.8)	(532.8)	(3.6)%	(4.6)%	(13.7)%
Financial income	142.4	125.4	1.1%	1.1%	13.6%
Financial costs	(882.0)	(698.2)	(6.9)%	(6.0)%	26.3%
Foreign exchange gains	172.9	85.9	1.3%	0.7%	101.3%
Result of indexation units	19.5	5.3	0.2%	—	268.1%
Other gains/(losses)	(36.2)	(91.0)	(0.3)%	(0.8)%	(60.2)%
Income before taxes	993.9	596.5	7.7%	5.1%	66.6%
Income tax (expense) / benefits	(16.5)	(14.9)	(0.1)%	(0.1)%	10.7%
Net income for the year	977.4	581.6	7.6%	5.0%	68.1%
Income attributable to owners of the parent company	977.0	581.8	7.6%	5.0%	67.9%
Income (loss) attributable to non-controlling interests	0.5	(0.3)	—	—	257.7%
Net income for the year	977.4	581.6	7.6%	5.0%	68.1%
Earning (loss) per share					
Basic earning (loss) per share (US\$)	0.00162	0.00096	n.a	n.a	68.4%
Diluted earning (loss) per share (US\$)	17.0016215	0.00096	n.a	n.a	68.4%

* The abbreviation “n.a.” means not available.

Operating Revenues

Our total revenues increased by 10.2% to US\$12,833.0 million for the year ended December 31, 2024 from US\$11,640.5 million as of December 31, 2023.

Passenger revenues increased by 10.0% to US\$11,233.3 million in 2024 from US\$10,215.1 million in 2023. Total passenger capacity (measured in ASKs) increased by 15.1%, while passenger traffic (measured in RPKs) increased by 16.8%, due to a healthy demand environment throughout 2024. As a result, consolidated passenger load factor increased by 1.2 percentage points when compared to 2023. Passenger yields fell 5.8% when compared to 2023, resulting in a 4.4% decrease in revenues per ASK when compared to 2023, mainly due to a 12.3% decrease in average fuel price (without hedge) as well as foreign exchange rate variations when compared to 2023.

Cargo revenues increased by 12.2%, to US\$1,599.8 million in 2024 from US\$1,425.4 million in 2023. Total cargo capacity (measured in ATKs) increased by 12.5%, in line with the increase of passenger fleet and the use of their bellies for cargo, while cargo traffic (measured in RTKs) increased by 16.9%, resulting in a 2.0 percentage points increase of the cargo load factor when compared to 2023. Moreover, cargo yield fell 4.0% when compared to 2023, resulting in a 0.2% decrease in revenues per ATK when compared to 2023, mainly due to lower performance levels in the first half of 2024, followed by a strong recovery in the second half of the year, driven by increased southbound demand from Europe and North America to South America.

Passenger and cargo revenues accounted for 86.2% and 12.3% of total revenues in 2024, respectively.

Cost of Sales

Cost of sales increased by 8.5% to US\$9,565.9 million for the year ended December 31, 2024 (from US\$8,816.6 million in 2023), mainly due to a 15.1% increase in passenger operations.

The table below presents cost of sales information for the fiscal year ended December 31, 2024 and 2023.

	For the year ended December 31,				
	2024	2023	2024	2023	2024/2023 % change
	In US\$ millions		As a percentage of total operating revenues		
Revenues	12,833.0	11,640.5	100.0%	100.0%	10.2%
Cost of sales	(9,565.9)	(8,816.6)	(74.5)%	(75.7)%	8.5%
Aircraft Fuel	(3,970.1)	(3,947.2)	(30.9)%	(33.9)%	0.6%
Wages and Benefits	(1,330.5)	(1,225.2)	(10.4)%	(10.5)%	8.6%
Other Rental and Landing Fees	(1,469.3)	(1,317.2)	(11.4)%	(11.3)%	11.5%
Depreciation and Amortization	(1,318.1)	(1,102.8)	(10.3)%	(9.5)%	19.5%
Aircraft Maintenance	(815.9)	(601.8)	(6.4)%	(5.2)%	35.6%
Passenger Services	(331.9)	(271.8)	(2.6)%	(2.3)%	22.1%
Aircraft Rentals	(4.2)	(91.9)	—	(0.8)%	(95.4)%
Other Costs of Sales	(325.9)	(258.6)	(2.5)%	(2.2)%	26.0%

Fuel costs increased by 0.6%, mainly as a result of a 13.6% increase in fuel consumption compared to 2023, attributed to a 15.1% increase in passenger operations during 2024. This increase was offset by a 12.3% decrease in average fuel price (without hedge). Furthermore, during the period ended December 31, 2024, LATAM recognized losses of US\$18.1 million for fuel hedging net of premiums in the costs of sales for the year, compared to a gain of US\$15.7 million as of December 31, 2023.

Wages and benefits increased by 8.6%, mainly explained by higher crew and airport staff costs, along with a 9.3% increase in the average number of employees during 2024.

Other rental and landing fees increased 11.5%, mainly due to higher costs of airport fees and handling services impacted by increased operations and the use of larger aircraft, tariff updates at domestic and international airports, and the effects of inflationary adjustments during 2024.

Depreciation and amortization increased by 19.5%, explained by the use of a newer fleet and 48 additional aircraft designated for operational purposes as of December 31, 2024, when compared to the same period in 2023.

Aircraft maintenance increased by 35.6%, mainly due to a larger average fleet, increased operations, and passenger and cargo traffic. Additionally, during 2024 escalation costs associated with changes in supply chains and costs related to the return of certain aircraft increased when compared to 2023.

Passenger services costs increased by 22.1%, mainly as a result of increased catering and onboard service costs driven by growth in demand, which resulted in an 11.0% increase in the number of passengers transported during 2024, primarily in the international segment.

Aircraft rental expenses decreased by 95.4% to US\$4.2 million in 2024, due to a significant reduction in the number of aircraft under the PBH payment, as almost all contracts expired. As of December 31, 2024, only one aircraft remained with PBH pricing.

As a result of the above, gross margin (defined as revenues minus cost of sales) totaled a gain of US\$3,267.1 million, compared to a gain of US\$2,824.0 million in 2023.

Other Consolidated Results

Other operating income increased in 2024 by 35.0%, from US\$148.6 million in 2023 to US\$200.7 million in 2024, mainly due to higher revenues recognized from the redemption of non-airline products in the LATAM Pass program and tour services and codeshare agreements.

Distribution costs increased by 3.2% totaling US\$606.2 million in 2024, mainly due to an increase in fixed costs related with the commercial areas, partially offset by a decrease in sales commissions attributed to a greater penetration of direct sales.

Administrative expenses increased by 20.7% from US\$683.3 million in 2023 to US\$824.5 million in 2024, due to the increase in headcount, together with an increase in marketing expenses. In 2023, LATAM group had an average of 34,174 employees, increasing to an average of 37,355 employees in 2024.

Other expenses decreased by 13.7% from US\$532.8 million in 2023 to US\$459.8 million in 2024, mainly due to the reversal of interest and fines associated with provisions for tax contingencies, including VAT and income tax from previous years.

Financial income increased by 13.6% from US\$125.4 million in 2023 to US\$142.4 million in 2024, mainly due to a higher level of cash and cash equivalents compared to 2023, which were mainly invested in fixed-term bank deposits.

Financial costs increased by 26.3% from US\$698.2 million in 2023 to US\$882.0 million in 2024, mainly explained by a high average interest rate environment, an increase in fleet operating leases due to a higher number of aircraft during 2024, and a US\$134 million expense resulting from the termination of the Term Loan B and the 2027 Notes as described in Note 2.1 (c) of our consolidated financial statements. This effect was partially mitigated by the reduction in cost of debt in the fourth quarter of 2024 due to a decrease in interest rates of the refinanced debt compared to its previous debt.

The foreign exchange gain of US\$172.9 million in 2024, compared to a gain of US\$85.9 million in 2023, was driven mainly by the depreciation of the Brazilian Real during 2024.

Other gains (losses) registered a loss of US\$36.2 million in 2024, compared to a loss of US\$91.0 million in 2023, mainly explained by higher expenses associated with labor proceedings in Argentina, which were largely offset by favorable impacts from non-recurring operations, fair value adjustments and other non-recurring effects.

The income tax expense for 2024 amounted to US\$16.5 million as compared to an income tax expense of US\$14.9 million in 2023. This difference is mainly explained by a US\$29.1 million increase in the deferred tax assets, a US\$13.5 million increase in current tax expenses and a decrease in partial offset of tax losses by US\$17.2 million in taxes owed by certain affiliates of the group. For more information, see Note 17 to our audited consolidated financial statements.

Net profit

Net profit for the year ended December 31, 2024 totaled US\$977.4 million, compared to a net profit of US\$581.6 million recorded in 2023. Net profit attributable to owners of the parent company was US\$977.0 million in 2024.

U.S. Dollar Presentation and Price-Level Adjustments

General

Foreign currency transactions

(a) Presentation and functional currencies

The items included in the financial statements of each of the entities of LATAM Airlines Group S.A. and its subsidiaries are valued using the currency of the main economic environment in which the entity operates (the functional currency). The functional currency of LATAM Airlines Group S.A. is the United States dollar which is also the presentation currency of the consolidated financial statements of LATAM Airlines Group S.A. and Subsidiaries.

(b) Transactions and balances

Foreign currency transactions are translated to the functional currency using the exchange rates on the transaction dates. Foreign currency gains and losses resulting from the liquidation of these transactions and from the translation at the closing exchange rates of the monetary assets and liabilities denominated in foreign currency are shown in the consolidated statement of income by function except when deferred in Other comprehensive income as qualifying cash flow hedges.

(c) Adjustment due to hyperinflation

After July 1, 2018, the Argentine economy was considered, for purposes of IFRS Accounting Standards, hyperinflationary. The financial statements of the subsidiaries whose functional currency is the Argentine Peso have been restated.

The non-monetary items of the statement of financial position as well as the income statement, comprehensive income and cash flows of the group's entities, whose functional currency corresponds to a hyperinflationary economy, are adjusted for inflation and re-expressed in accordance with the variation of the consumer price index ("CPI"), at each presentation date of its financial statements. The re-expression of non-monetary items is made from the date of initial recognition in the statements of financial position and considering that, the financial statements are prepared under the historical cost criterion.

Net losses or gains arising from the re-expression of non-monetary items and income and costs, recognized in the consolidated income statement under “Result of indexation units.”

Net gains and losses on the re-expression of opening balances due to the initial application of IAS 29 are recognized in the consolidated retained earnings.

Re-expression due to hyperinflation will be recorded until the period or exercise in which the economy of the entity ceases to be considered as a hyperinflationary economy, at that time, the adjustments made by hyperinflation will be part of the cost of non-monetary assets and liabilities.

The comparative amounts in the consolidated financial statements of the Company are presented in a stable currency and are not adjusted for subsequent changes in the price level or exchange rates.

(d) Group entities

The results and the financial situation of the Group’s entities, whose functional currency is different from the presentation currency of the consolidated financial statements of LATAM Airlines Group S.A., which does not correspond to the currency of a hyperinflationary economy, are converted into the currency of presentation as follows:

- (i) Assets and liabilities of each consolidated statement of financial position presented are translated at the closing exchange rate on the consolidated statement of financial position date;

(ii) The revenues and expenses of each income statement account are translated at the exchange rates prevailing on the transaction dates, and

(iii) All the resultant exchange differences by conversion are shown as a separate component in other comprehensive income, within “Gain (losses) for currency translation differences income (losses) or currency translation, before tax.”

For those subsidiaries of the group whose functional currency is different from the presentation currency and corresponds to the currency of a hyperinflationary economy; its restated results, cash flow and financial situation are converted to the presentation currency at the closing exchange rate on the date of the consolidated financial statements.

The exchange rates used correspond to those fixed in the country where the subsidiary is located, whose functional currency is different to the U.S. dollar.

Effects of Exchange Rate Fluctuations

Our functional currency is the U.S. dollar for financial reporting purposes, including the composition of our balance sheet and effects on our results of operations. In 2025, 45.5% of our revenues were denominated in U.S. dollars or Euros, while 61.9% were either denominated, linked or pegged to those currencies. Additionally, 68.9% of our expenses were denominated in U.S. dollars or Euros, particularly fuel costs, insurance, aircraft components and supplies, and aircraft rentals.

A substantial majority of our liabilities are denominated in U.S. dollars (62.5% as of December 31, 2025), including bank loans, certain air traffic liabilities, and certain amounts payable to our suppliers. As of December 31, 2025, 74.3% of our assets were denominated in U.S. dollars, principally aircraft, cash and cash equivalents, accounts receivable and other fixed assets. Substantially all of our commitments, including operating lease and purchase commitments for aircraft, are denominated in U.S. dollars.

Balance sheet imbalance denominated in currencies other than the functional currency of each specific entity creates a foreign exchange rate exposure that impacts our foreign exchange losses and gains due to exchange rate fluctuations. We recorded a net foreign exchange loss of US\$141.5 million in 2025, compared to a net foreign exchange gain of US\$172.9 million in 2024, which are set forth in our consolidated statement of income under “— Foreign Exchange gains/(losses).” For more information, see Notes 2.3 and 28 to our audited consolidated financial statements.

Critical Accounting Policies

The Company has used estimates to value and record some of the assets, liabilities, revenue, expenses and commitments. Basically, these estimates refer to:

- (a) Impairment of Intangible asset with indefinite useful life.
- (b) Depreciation expense and impairment of Properties, Plant and Equipment.
- (c) Recoverability of deferred tax assets.
- (d) Air tickets sold that will not be finally used.
- (e) Valuation of miles and points awarded to holders of loyalty programs, pending use.
- (f) Legal Contingencies.
- (g) Leases.

See Note 4 (Accounting estimates and judgments) to our audited consolidated financial statements for a full description of our critical accounting policies.

IFRS Accounting Standards / Non-IFRS Accounting Standards Reconciliation

We use “Adjusted Cost per ASK” and “Adjusted Cost per ASK excluding fuel price variations” in analyzing operating expenses on a per unit basis. We believe “Adjusted Operating Expense” is a useful measure as it presents the sum of our costs of sales and several components of our operating expenses to provide a supplemental measure of the expenses

we incur in running our business. “Adjusted Operating Expenses” include adjustments to add back the effect of other gains and losses (including, but not limited to, contingencies related to non-current operations, fair value adjustments, and other one-time effects), and to deduct restructuring activities gains, as further adjusted by the aircraft rentals expense and by our Corporate Incentive Plan. ASKs measures the number of seats of capacity available for the transportation of passengers multiplied by the kilometers flown across our network. To obtain our adjusted unit costs, which are used by our management in the analysis of our results, we divide our total Adjusted Operating Expenses by our total ASKs. The cost component is further adjusted to obtain “Adjusted Costs per ASK excluding fuel price variations,” in order to remove the impact of changes in fuel prices for the year. “Adjusted Cost per ASK” and “Adjusted Cost per ASK excluding fuel price variations” do not have a standardized meaning, and as such may not be comparable to similarly titled measures provided by other companies. These metrics should not be considered in isolation or as a substitute for operating expenses or as indicators of performance or cash flows or as a measure of liquidity.

	For the year ended December 31,		
	2025	2024	2023
Adjusted Cost per ASK			
Cost of sales (US\$ million)	10,104.9	9,565.9	8,816.6
Distribution costs (US\$ million)	579.0	606.2	587.3
Administrative expenses (US\$ million)	870.5	824.5	683.3
Other expenses (US\$ million) ⁽¹⁾	603.9	459.8	532.8
Other gains/(losses) (US\$ million)	1.2	36.2	91.0
Total Operating Expenses (US\$ million)	12,159.5	11,492.7	10,711.0
Other gains/(losses) (US\$ million)	(1.2)	(36.2)	(91.0)
Corporate Incentive Plan (US\$ million) ⁽²⁾	(18.2)	(78.8)	(66.8)
Aircraft Rentals (US\$ million) ⁽³⁾	—	(4.2)	(91.9)
Gains from restructuring activities (US\$ million)	—	—	—
Adjusted Operating Expenses (US\$ million)	12,140.0	11,373.5	10,461.3
Divided by ASK (million)	170,812.5	157,930.8	137,251.1
- Adjusted Cost per ASK (US\$ cents)	7.11	7.20	7.62
Adjusted Cost per ASK excluding fuel price variations			
Adjusted Operating Expenses (US\$ million)	12,140.0	11,373.5	10,461.3
- Aircraft fuel (US\$ million)	(3,804.8)	(3,970.1)	(3,947.2)
Divided by ASK (million)	170,812.5	157,930.8	137,251.1
- Adjusted Cost per ASK excluding fuel price variations (US\$ cents)	4.88	4.69	4.75

1. Other expenses include, but are not limited to, IT and communication services, banking, fixed costs related to non-air operations (tours, warehouse, logistics) and other general expenses.
2. With the aim of incentivizing the retention of talent among the executives of the Company and in response to the exit of the Chapter 11 proceedings, the Company created an extraordinary incentive plan (the “Corporate Incentive Plan”). These items can be found within the administrative expenses line, specifically the wages and benefits expenses. For additional information about our Corporate Incentive Plan, see Notes 22(c) and 33(b) to our Financial Statements.
3. Corresponds exclusively to LATAM group’s fleet power-by-the-hour (“PBH”) contracts. The aircraft rentals expense line item is used to account for the expenses associated with the group’s variable payments related to aircraft. During 2021, the Company amended its Aircraft Lease Contracts to include lease payments based on PBH at the beginning of the contract and fixed-rent payments later on. For these contracts that contain an initial period based on PBH and then a fixed amount, a right of use asset and a lease liability was recognized at the date of modification of the contract. These amounts continue to be amortized over the contract term on a straight-line

basis starting from the modification date of the contract. Therefore, as a result of the application of the lease accounting policy, the expenses for the year include both the lease expense for variable payments (Aircraft Rentals) as well as the expenses resulting from the amortization of the right of use assets (included in the Depreciation line) and interest from the lease liability (included in Lease Liabilities).

Other Operating Measures

LATAM uses revenues per ASK or ATK, as applicable, in analyzing revenues on a per unit basis. To obtain unit revenues, we divide our passenger revenues by our total ASKs and our cargo revenues by our total ATKs. We use our revenues as defined under IFRS Accounting Standards for purposes of the calculation of this metric. Revenues per ASK or ATK, as the case may be, do not have a standardized meaning, and as such may not be comparable to similarly titled measures provided by other companies. This metric is not an IFRS Accounting Standards measure of performance or liquidity. It should not be considered in isolation or as a substitute for revenues or as indicators of performance or cash flows as a measure of liquidity.

The table below shows the calculation of our revenues per ASK or ATK, as applicable, in each of the periods indicated.

	For the year ended December 31,		
	2025	2024	2023
Passenger Revenues (US\$ thousands)	12,611,528	11,233,287	10,215,148
ASK (million)	170,812.5	157,930.8	137,250.5
Passenger Revenues/ASK (US\$ cents)	7.38	7.11	7.44
Cargo Revenues (US\$ thousands)	1,653,528	1,599,756	1,425,393
ATK (million)	8,312.7	8,066.1	7,171.0
Cargo Revenues/ATK (US\$ cents)	19.89	19.83	19.88

Seasonality

Operating revenues are substantially dependent on overall passenger and cargo traffic volume, which is subject to seasonal and other changes in traffic patterns. Passenger revenues are generally higher in the first and fourth quarters of each year, during the southern hemisphere's spring and summer. However, seasonality is partially mitigated by LATAM group's focus on business passengers (which are less sensitive to seasonality) and higher paying leisure passengers that contribute premium revenues. Additionally, the expansion of the LATAM group into other countries and the cargo segment with different seasonal patterns has also moderated the overall seasonality of the passenger business.

Operating Data

The table below presents LATAM group's unaudited operating data as of and for the years ended December 31, 2025, 2024 and 2023. We believe this operating data is useful in reporting the operating performance of its business and may be used by certain investors in evaluating companies operating in the global air transportation sector. However, these measures may differ from similarly titled measures reported by other companies, and should

not be considered in isolation or as a substitute for measures of performance in accordance with IFRS Accounting Standards. This unaudited operating data is not included in or derived from LATAM's financial statements.

Operating Data	For the year ended December 31,		
	2025	2024	2023
	(in millions)		
ASKs	170,812.5	157,930.8	137,250.5
RPKs	144,110.2	133,137.5	114,006.6
ATKs	8,312.7	8,066.1	7,171.0
RTKs	4,426.8	4,330.4	3,704.0

B. Liquidity and Capital Resources

LATAM's cash and cash equivalents amounted to US\$2,150.1 million as of December 31, 2025, US\$1,957.8 million as of December 31, 2024, and US\$1,714.8 million as of December 31, 2023.

The US\$192.3 million net increase in cash and cash equivalents from 2024 to 2025 was driven by cash flow from operations of US\$3,737.1 million. This operating performance funded the Company's capital allocation of 2025, which included US\$605.2 million in dividend payments and US\$584.8 million across two share repurchase programs.

The US\$243.0 million increase in cash and cash equivalents from 2023 to 2024 can be explained by an increase in the cash flow from operations, which amounted to US\$3,106.3 million.

Cash position and liquidity

The following table provides a summary of our cash flows from operating activities, investing activities and financing activities for the years ended December 31, 2025 , 2024 and 2023 and our total cash position as of December 31, 2025, 2024 and 2023.

	For the year ended December 31,		
	2025	2024	2023
	(in US\$ million)		
Net cash flow from operating activities	3,737.1	3,106.3	2,263.6
Net cash flow from (used in) investing activities	(1,579.8)	(1,169.7)	(659.5)
Net cash flow from (used in) financing activities	(2,019.6)	(1,564.9)	(1,150.2)
Effects of variation in the exchange rate on cash and cash equivalents	54.6	(128.8)	44.2
Cash and cash equivalents at the beginning of the year	1,957.8	1,714.8	1,216.7
Cash and cash equivalents at the end of the year	2,150.1	1,957.8	1,714.8

As of December 31, 2025 in addition to cash and cash equivalents, LATAM has US\$1,550 million related to two undrawn Revolving Credit Facilities and a new Spare Engine Facility that increased available liquidity by US\$25 million.

Net cash flows from operating activities

Cash flow from operations derives primarily from providing air passenger and cargo transportation to customers. Operating cash outflows are primarily related to expenses of airline operations, including fuel consumption. Net cash inflows from operating activities in 2025 increased by US\$630.8 million, from US\$3,106.3 million in 2024 to US\$3,737.1 million in 2025, mainly explained by a better operating margin, higher inflows from sales and other collections. This was partially offset by an increase in payments to suppliers, increased taxes, employee expenses and other operating outflows.

Net cash inflows from operating activities in 2024 increased by US\$842.8 million, from US\$2,263.6 million in 2023 to US\$3,106.3 million in 2024, which was driven mainly by a better operating margin, higher inflows from sales, other collections and a decrease in payments to suppliers, offset by increased taxes, employee expenses and other operating outflows.

Net cash flow used in investing activities

Net cash used in investing activities in 2025 increased to US\$1,579.8 million from US\$1,169.7 million in 2024. This increase was primarily driven by fleet and capacity expansion, which resulted in higher maintenance expenditures, purchases of intangible assets, and cabin improvement investments. This was partially offset by interest received, other cash inflows and proceeds from the sale of aircraft and other assets.

Net cash used in investing activities in 2024 increased to US\$1,169.7 million from US\$659.5 million in 2023. The increase is primarily due to higher maintenance, purchases of intangible assets, and cabin improvements. This was partially offset by interest received and proceeds from the sale of aircraft and other assets.

Net cash flows used in financing activities

In 2025, net cash used in financing activities amounted to US\$2,019.6 million, an increase of US\$454.7 million from the US\$1,564.9 million in cash used in financing activities in 2024.

In 2025, the Company paid US\$1,023.1 million in loan repayments, a decrease of US\$981.4 million compared to US\$2,004.5 million paid in 2024, explained mainly by the repayment and refinancing of exit-financing debt in 2024. In 2025, the Company also issued US\$1,349.1 million principal amount of new debt, whereas in 2024, US\$1,750.1 million of new debt was issued. The Company also paid dividends totaling US\$605.2 million in 2025. In addition, two share repurchase programs were executed for an aggregate amount of US\$584.8 million.

In 2024 , net cash in financing activities amounted to US\$1,564.9 million, a decrease of US\$414.6 million from the US\$1,150.2 million in cash used in financing activities in 2023. In 2024, the Company paid US\$2,004.5 million in loan repayments, an increase of US\$1,662.5 million compared to US\$342.0 million paid in 2023, explained mainly by the repayment and refinancing of exit-financing debt. In 2024, the Company also issued US\$1,750.1 million principal amount of new debt, whereas no new debt was issued in 2023. In 2024, dividend payments amounted to US\$174.5 million.

Sources of financing

Fleet Financing

LATAM typically finances the fleet with long-term loans covering between 85% and 100% of the net purchase price. It also finances our aircraft under sale and leaseback arrangements and operational leases in order to add flexibility to the fleet. For more information regarding fleet financing, refer to the information below and to “Long Term Indebtedness.”

From time to time in the past, we have considered, and may consider in the future, other forms of financing such as equity or debt, either secured or unsecured, securitization of cargo or ticket receivables or the securitization of fleet and engines.

Revolving Credit Facilities

On March 29, 2016, LATAM entered into a revolving credit facility agreement with several banks as lenders and Citibank NA as administrative agent for such lenders. This agreement was subsequently amended and restated on November 3, 2022, whereby LATAM was granted a revolving credit facility in the principal amount of US\$600 million (the “Revolving Credit Facility I”).

On July 15, 2024, LATAM, acting through its branch domiciled in the State of Florida, United States of America, entered into an amendment to the Revolving Credit Facility I (the “Revolving Credit Facility I Amendment”) intended to, among other things: (i) extend the scheduled maturity date of the Revolving Credit Facility I to July 2029 with an option to extend it until July 2030; (ii) increase the amount of the Revolving Credit Facility I from US\$600 million to an aggregate amount of US\$800 million; (iii) eliminate references to the reorganization proceeding to which LATAM and several of its subsidiaries were subject under the rules of Chapter 11; and (iv) include additional lenders to the Revolving Credit Facility I.

On October 12, 2022, in the context of the financing granted to the Company to emerge from the Chapter 11 Restructuring, the Company, acting through its branch domiciled in the State of Florida, United States of America, entered into on October 12, 2022, a US\$500 million revolving credit facility named “Super-Priority Debtor-In-

Possession and Exit Revolving Loan Agreement” with several banks and financial institutions as lenders, JPMorgan Chase Bank as administrative agent for such lenders and Wilmington Trust, National Association as collateral trustee agent for the secured parties (the “Revolving Credit Facility II,” and together with the Revolving Credit Facility I, the “Revolving Credit Facilities”).

On July 15, 2024, LATAM, acting through its branch domiciled in the State of Florida, United States of America, entered into the amendment to the Revolving Credit Facility II (the “Revolving Credit Facility II Amendment,” and together with the Revolving Credit Facility I Amendment, the “Revolving Credit Facility Amendments”) to, among other things: (i) extend the scheduled maturity date of the Revolving Credit Facility II from November 2026 to July 15, 2029; provided, however, that the Revolving Credit Facility II may be payable in advance 180 days prior to the maturity date of any of the financing agreements that share collateral with the Revolving Credit Facility II if by then such financing agreements have not been paid or extended; (ii) increase the amount of the Revolving Credit Facility II from US\$500 million to US\$750 million; (iii) delete references to the Chapter 11 Restructuring; (iv) include additional lenders to the Revolving Credit Facility II; and (v) modify certain commercial terms of the Revolving Credit Facility II relating to interest rates, fees and collateral involved.

On November 4, 2024, the Company secured a new credit line under a “Spare Engine Facility” amounting to US\$300 million (of which US\$275 million had been drawn as of December 31, 2024), maturing on November 4, 2028. The funds were used to repay the previous Spare Engine Facility maturing on November 3, 2027.

As of December 31, 2025, the Company has US\$1,575 million fully committed and available from the undrawn Revolving Credit Facilities. The available revolver capacity consists of three lines of credit: one for US\$800 million, one for US\$750 million and one for US\$25 million.

Capital expenditures

Total Capital Expenditure Net of Financing is defined as the total capital expenditure incurred by the company for the acquisition, maintenance, or improvement of strategic assets, net of any third-party financing specifically used for these purposes. This metric serves as a direct reflection of the cash outflows committed to these activities.

This is calculated as the sum of maintenance CapEx and CapEx for growth and fleet net of financing. The definition of each line is as follows:

- Maintenance CapEx: Primarily includes engine shop visits, aircraft C-checks, and restocking of parts for existing operations, as well as CapEx associated with fleet projects that do not contribute additional capacity to the group's operations or add new features to the existing product offered.
- CapEx for growth and fleet net of financing: Includes CapEx associated with additional spare parts and engines, engine shop visits, aircraft C-checks, and restocking of parts for additional operations, pre-delivery payments ("PDPs"), fleet projects that contribute additional capacity or new features to the existing offered product, and certain other strategic projects that add value, and fleet arrivals, net of their associated financing.

The division between Maintenance CapEx and CapEx for growth and fleet is calculated internally based on the Company's different strategic investments. This division is not publicly available.

LATAM Airlines Group's total capital expenditures net of financing can be reconciled through the following lines: Purchase of Property, Plant and Equipment, Purchases of Intangible Assets, leased maintenance capitalization, along with the net impact of financing and other accounts.

Historical Capital Expenditures	For the year ended December 31,		
	2025	2024	2023
	(in US\$ millions)		
Purchases of property, plant and equipment	(1,776)	(1,325)	(796)
Purchases of intangible assets	(104)	(94)	(68)
Reconciled by:			
Leased maintenance capitalization	(185)	(246)	(295)
Capital raised for fleet related financing	559	99	—
Financing of pre-delivery payments	—	—	(71)
Recoveries of credits and guarantee deposit received from the sale of aircraft ⁽¹⁾	52	27	48
Insurance recovery	—	—	11
Total CapEx net of financing⁽²⁾	(1,454)	(1,540)	(1,170)

1. In 2025, US\$10.0 million was excluded from these line items, as it corresponded to advance payments related to aircraft sales during the period. In 2024, US\$7.0 million was excluded for the same purpose.

Estimated CapEx

The table below shows LATAM's estimated total capital expenditures net of financing for the years 2026, 2027 and 2028, which are subject to change and may differ from actual capital expenditures.

	Annual CapEx estimates for the year ended		
	December 31,		
	2026	2027	2028
	(in US\$ millions)		
Estimated Total CapEx net of financing	(1,692)	(1,714)	(1,739)

Fleet Commitments

The total of fleet commitments is calculated utilizing LATAM's purchase price from manufacturers and the present value of commitments for aircraft to be received from lessors as operating leases according to International Financial Reporting Standards (IFRS 16). These fleet commitment amounts are calculated based upon the fleet commitments consistent with the fleet arrivals considered in the fleet plan published in the quarterly Earnings Releases, which are based on the best estimates of fleet arrivals from both aircraft manufacturers and lessors.

In general, LATAM evaluates financing alternatives to meet its fleet commitments and, therefore, the amounts presented are not necessarily indicative of a cash outflow. Aircraft arriving under an operating lease do not represent a cash outflow upon arrival, but rather represent the recognition of a right-of-use asset and a lease liability. On the other hand, aircraft arriving under financial leases will represent a cash outflow equivalent to the cost of the aircraft net of the total financing raised. The cash outflow from aircraft arriving under financial leases is included within the total CapEx net of financing.

	Estimates for the year, ended December 31		
	2026	2027	2028
	(in US\$ millions)		
Fleet Commitments	(2,112)	(1,290)	(3,587)

Long Term Indebtedness

As of December 31, 2025, the average interest rate of our total financial debt was 6.6%. Out of the total financial debt, approximately 66% accrues interest at a fixed rate (through a stated fixed interest rate) or is subject to interest rate caps.

As of December 31, 2025, LATAM had US\$4.3 billion in nominal financial debt liabilities. Of this amount, there are no remaining disputed claims.

For additional information on our long-term indebtedness, see Note 31 (Commitments) in our audited consolidated financial statements.

Secured Debt

Aircraft Debt

1. ECA/EXIM: Bank loans and bonds guaranteed by Export Import Bank of the United States (“EX IM Bank”) and Export Credit Agency (“ECA”) guaranteed loan debt. As of December 31, 2025, the total outstanding amount under these facilities was US\$306 million.
2. Commercial Bank Loans: As of December 31, 2025, secured commercial bank loans debt totaled US\$1,100 million.
3. Tax Leases: LATAM has secured debt through Tax Structures with a call option. As of December 31, 2025, the outstanding obligations under these tax leases were US\$158 million.

Non Aircraft Debt

1. Senior Secured Notes: On October 15, 2024, LATAM Airlines Group issued senior secured notes due 2030 for an aggregate principal amount of US\$1,400 million with a coupon of 7.875%. On June 26, 2025, LATAM Airlines Group issued senior secured notes for an aggregate principal amount of US\$800 million with a coupon of 7.625% and used the proceeds to fully repay the senior secured notes maturing in 2029 which were issued on October 18, 2022, for an aggregate principal amount of US\$700 million.
2. Spare Engine Facility: On November 4, 2024, we, through our Florida branch, entered into a New Spare Engine Facility credit line for up to US\$300 million (of which US\$ 275 million had been drawn as of December 31, 2025), maturing on November 4, 2028. This sustainability-linked facility reflects the Company's commitment to reduce the intensity of CO2 emissions from March 2025 through the New Spare Engine Facility's maturity. The facility provided for an interest step-up or step-down depending on whether the sustainability targets have been complied with or not.
3. Revolving Credit Facility I: On March 29, 2016, LATAM entered into a revolving credit facility agreement, which was subsequently amended and restated on November 3, 2022, and on July 15, 2024, for an aggregate amount of US\$800 million, maturing in July 2029.
4. Revolving Credit Facility II: On October 12, 2022, LATAM Airlines Group, acting through its Florida branch, entered into a revolving credit facility on October 12, 2022, which was subsequently amended and restated on July 15, 2024, for an aggregate amount of US\$750 million, maturing in July 2029.
5. Other Guaranteed Obligations: As of December 31, 2025, LATAM's other guaranteed outstanding debt with the EXIM Bank was US\$79 million. This debt is derived from the sale of old aircraft, where the sale price was less than the debt outstanding, which left a shortfall financed by EXIM Bank and now guaranteed indirectly by other EXIM aircraft. This facility matures in November 2029.

For a detailed description of the non-aircraft debt, see Note 31 (Commitments) in our audited consolidated financial statements.

Unsecured Debt

1. Local Bonds: On September 5, 2022, LATAM Airlines Group registered with the Comisión para el Mercado Financiero, the Chilean local regulator, local bonds in the aggregate amount of UF 3,818,042 comprised of the Series F Bonds (BLATM-F), with a maturity in 2042 and a coupon of 2%. On September 5, 2023, UF 60,357 of these bonds were canceled as a result of the expiration of the placement period contemplated in the relevant issuance agreement. As a result, the outstanding amounts of the Series F Bonds totaled UF 3,757,685. As of December 31, 2025, the outstanding amount of Local Bonds was approximately US\$165 million.

As of December 31, 2025, we had purchase obligations with Airbus, Boeing, and Embraer totaling US\$21.3 billion (according to manufacturer's list price), with deliveries scheduled between 2026 and 2030, as set forth below:

- Narrow-body passenger aircraft deliveries (Airbus A320-Family Aircraft / other aircraft): 78 aircraft.
- Narrow-body passenger aircraft deliveries: (Embraer E195-E2) 24 aircraft.
- Wide-body passenger aircraft deliveries (Boeing 787-9): 15 aircraft.

Leases

2025 Fleet Additions

During 2025, LATAM completed the addition of the following wide-body aircraft:

- One Boeing 787-9 through an operating lease and one Airbus A330 via wet lease.

During 2025, LATAM completed the addition of the following narrow-body aircraft:

- 17 Airbus A320neo through operating leases, four Airbus A320neo through financial leases and three A321neo through finance leases.

2024 Fleet Additions

During 2024, LATAM completed the addition of the following wide-body aircraft:

- One Boeing 787-9 through an operating lease and two Airbus A330 through wet leases.

During 2024, LATAM completed the addition of the following narrow-body aircraft:

- Four Airbus A320neo through operating leases, two Airbus A320neo through financial leases and seven A321neo through operating leases.

In connection with our outstanding secured and unsecured debt, we may, at any time and from time to time, seek to retire or purchase our outstanding debt through cash purchases and/or exchanges for equity or debt, in open-market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will be upon such terms and at such prices as we may determine, and will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

C. Research and Development, Patents and Licenses, etc.

LATAM has been registered and/or renewed in Argentina, Australia, Bolivia, Brazil, Canada, Chile, China, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, the European Union, Guatemala, Honduras, Hong Kong, India, Japan, Mexico, Nicaragua, New Zealand, Panama, Paraguay, Peru, South Korea, Taiwan, Uruguay, the United States, United Kingdom and Venezuela.

LATAM AIRLINES has been registered and/or renewed in Argentina, Bolivia, Brazil, Chile, China, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, the European Union, Guatemala, Honduras, India, Japan, Mexico, Nicaragua, Panama, Paraguay, Peru, South Korea, Spain, Taiwan, United Kingdom, Uruguay and Venezuela.

LATAM AIRLINES BRASIL has been registered and/or renewed in Brazil; **LATAM AIRLINES ARGENTINA** has been registered and/or renewed in Argentina; **LATAM AIRLINES COLOMBIA** has been registered and/or renewed in Colombia; **LATAM AIRLINES ECUADOR** has been registered and/or renewed in Ecuador; **LATAM AIRLINES PARAGUAY** has been registered and/or renewed in Paraguay and **LATAM AIRLINES PERU** has been registered and/or renewed in Peru.

LAN has been registered and/or renewed in Argentina, Australia, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, the European Union, Guatemala, Honduras, Hong Kong, India, Japan, Mexico, Nicaragua, New Zealand, Panama, Paraguay, Peru, South Korea, Taiwan, Uruguay, the United States, United Kingdom and Venezuela.

LAN AMERICA has been registered and/or renewed in Bolivia; **LAN BOLIVIA** has been registered and/or renewed in Bolivia; **LAN CHILE** has been registered and/or renewed in Chile, Argentina, Paraguay, Peru, United Kingdom, the European Union; **LANPERU** has been registered and/or renewed in Costa Rica; Paraguay, Venezuela; **LAN PERU** has been registered and/or renewed in Brazil and Peru; **TAM** has been registered and/or renewed in Argentina, Brazil, China, Colombia, South Korea, Hong Kong, Macao, Mexico, Paraguay, Peru, United Kingdom, the European Union, Uruguay, the United States and Venezuela.

LANTAM GRUPO LATAM AIRLINES has been registered and/or renewed in Ecuador. **LATAM CORPORATE** has been registered and/or renewed in Argentina, Bolivia, Colombia, Chile, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Dominican Republic, the European Union, United Kingdom and Uruguay.

LATAM LINEAS AEREAS has been registered and/or renewed in Argentina, Chile, Colombia, Ecuador and Peru; **LATAM MRO** has been registered and/or renewed in Argentina; Bolivia, Brazil, Chile, Colombia, Ecuador, Mexico, Paraguay, Peru, the European Union, United Kingdom, Uruguay, the United States and Venezuela.

LATAM CARGO has been registered and/or renewed and/or renewed in Argentina, Australia, Bolivia, Brazil, Chile, China, Colombia, Ecuador, Mexico, Paraguay, Peru, the European Union, United Kingdom, Uruguay, the United

States and Venezuela; **LATAM CARGO BRASIL** has been registered and/or renewed in Brazil; **LATAM CARGO COLOMBIA** has been registered and/or renewed in Colombia; **LINEA AEREA CARGUERA DE COLOMBIA** has been registered and/or renewed in Colombia; **LATAM CARGO MEXICO** has been registered and/or renewed in Mexico; **LAN CARGO MEXICO** has been registered and/or renewed in Mexico; **ABSA** has been registered and/or renewed in Chile; **LAN CARGO COLOMBIA** has been registered and/or renewed in Colombia; **LAN ECUADOR** has been registered and/or renewed in Ecuador, United Kingdom and the European Union; **TAM CARGO** been renewed in Brazil and Venezuela; **TAM CARGO CONVENCIONAL** has been registered and/or renewed in Brazil.

LATAM CARGO GROUP has been registered and/or renewed in Argentina, Colombia, Costa Rica, Ecuador, Guatemala, Mexico, Paraguay, Peru, Uruguay, Australia, Brazil, Canada, China, the European Union, India, United Kingdom and the United States.

LATAM CARGO ACERCANDO OPORTUNIDADES has been registered and/or renewed in Peru; **ACERCANDO OPORTUNIDADES** has been registered and/or renewed in Ecuador and Colombia; **LATAM CARGO BRINGING OPPORTUNITIES CLOSER** has been registered and/or renewed in the United States; **LATAM CARGO APROXIMANDO OPORTUNIDADES** has been registered and/or renewed in Brazil; **CHILLCARGO** has been registered and/or renewed in Chile.

LATAM FIDELIDADE has been registered and/or renewed in Argentina, Australia, Brazil, Chile, Colombia, Ecuador, Mexico, New Zealand, Paraguay, Peru, the European Union, United Kingdom, Uruguay and the United States; **FIDELIDAD** has been registered and/or renewed in Argentina; **FIDELIDADE** has been registered and/or renewed in Argentina and Brazil.

LATAM PASS has been registered and/or renewed in Argentina, Australia, Bolivia, Brazil, Chile, Canada, Colombia, Ecuador, Mexico, New Zealand, Paraguay, Peru, the European Union, United Kingdom, Uruguay, the United States and Venezuela; **LATAM PASS MILES** has been registered and/or renewed in New Zealand and Australia; **LAN PASS** has been registered and/or renewed in Chile, Argentina, Brazil, Colombia, Mexico and Uruguay; **LATAM TOURS** has been registered and/or renewed in Argentina, Chile, Colombia, Ecuador and Peru; **LATAM TRADE** has been registered and/or renewed in Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Dominican Republic, the European Union, United Kingdom and Uruguay; **LATAM TRAVEL** has been registered and/or renewed in Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Mexico, Paraguay, Peru, the European Union, United Kingdom, Uruguay, the United States and Venezuela; **LATAM TRAVEL SOLUTIONS** has been registered and/or renewed in Panama; **LATAM VIAGENS** has been registered and/or renewed in Brazil; **TAM VIAGENS** has been renewed in Brazil and Venezuela; **TAM VACATIONS** has been renewed in Argentina and Brazil; **DESTINOS LANTOURS** has been registered and/or renewed in Peru.

LATAM, JUNTOS MÁS LEJOS has been registered and/or renewed in Argentina, Chile, and Ecuador; **LATAM, TOGETHER, FURTHER** has been registered and/or renewed in Australia, New Zealand, United Kingdom and the European Union.

LATAMPLAY has been registered and/or renewed in Argentina, Brazil, Chile, Colombia and Ecuador; **LATIN AIRLINE NETWORK** has been registered and/or renewed in Chile; **LIBREVOLADOR** has been registered and/or renewed in Bolivia, Chile, Ecuador, Paraguay and Peru; **LIBREVOLADORES** has been registered and/or renewed in Bolivia, Chile, Ecuador, Paraguay and Peru; **LIDERES DEL SERVICIO** has been registered and/or renewed in Argentina.

LATAM AIRLINES, SANS FRONTIÈRES has been registered and/or renewed in France; **LATAM AIRLINES, GRENZENLOS** has been registered and/or renewed in Germany; **LATAM AIRLINES, SIN FRONTERAS** has been registered and/or renewed in Spain; **LATAM, SIN FRONTERAS** has been registered and/or renewed in Argentina, Bolivia, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Dominican Republic, Uruguay and Venezuela. **LATAM AIRLINES, SENZA FRONTIERE** has been registered and/or renewed in Italy.

LATAM, SOSTENIBILIDAD: UN DESTINO NECESARIO has been registered and/or renewed in the European Union; **LATAM UN DESTINO NECESARIO** has been registered and/or renewed in Argentina, Chile, Colombia, Ecuador, Mexico and Peru; **LATAM A NECESSARY DESTINATION** has been registered and/or renewed in United Kingdom and the United States; **LATAM DESTINADAS A ESTAR JUNTAS** has been registered and/or renewed in Colombia and Peru.

LATAM VUELA NEUTRAL has been registered and/or renewed in Bolivia, Colombia, Mexico, Peru, the European Union and Uruguay; **SOSELVA** has been registered and/or renewed in Peru; **POSITIVE FS POSITIVE FLIGHT SPECIFIC** has been registered and/or renewed in Canada.

LATAM RECICLE SUA VIAGEM has been registered and/or renewed in Brazil and the European Union; **LATAM RECICLA TU VIAJE** has been registered and/or renewed in Argentina, Bolivia, Chile, Colombia, Ecuador, Mexico, Peru, the European Union, Paraguay and Uruguay.

LATAM 1+1 COMPENSAR PARA CONSERVAR has been registered and/or renewed in Argentina, Brazil, Chile, Ecuador, Mexico and the European Union. **LATAM 1+1 OFFSET TO CONSERVE** has been registered and/or renewed in Australia, United Kingdom, New Zealand and the United States. **LATAM SEGUNDO VUELO** has been registered and/or renewed in Argentina, Bolivia, Chile, Colombia, Ecuador, Mexico, Paraguay, Peru, the European Union and Uruguay; **LATAM SECOND FLIGHT** has been registered and/or renewed in Australia, United Kingdom, the United States, and New Zealand.

LATAM AVIÓN SOLIDARIO has been registered and/or renewed in Argentina, Bolivia, Chile, Colombia, Ecuador, the European Union, Mexico, Peru, Paraguay and Uruguay; **LATAM AVIÃO SOLIDÁRIO** has been registered and/or renewed in Brazil and the European Union.

VOLAMOS POR TI has been registered and/or renewed Colombia; **EN LATAM VOLAMOS POR TI** has been registered and/or renewed Colombia.

CYBER LATAM has been registered and/or renewed in Chile.

TAM has filed for trademark registration, registered or renewed the following trademarks in Brazil: **AJATO, BUSINESS CLASSIC, BUSINESS PLUS, CLASSIC FIDELIDADE, FIRST, LATAM, LATAM 1+1 COMPENSAR PARA CONSERVAR, LATAM AIRLINES, LATAM AIRLINES BRASIL, LATAM AVIÃO SOLIDÁRIO, LATAM CARGO, LATAM CARGO APROXIMANDO OPORTUNIDADES, LATAM CARGO BRASIL, LATAM DESTINADAS A ESTAREM JUNTAS, LATAM FIDELIDADE, LATAM LINHAS AÉREAS, LATAM MRO, LATAM PASS, LATAM RECICLE SUA VIAGEM, LATAM SEGUNDO VOO, LATAM SEM FRONTEIRAS, LATAM SEXTAS COMPENSAM, LATAM TRADE, LATAM TRAVEL, LATAM VIAGENS, LATAM WALLET, LATAMPLAY, LOGO ASOCIADO A MARCA LATAM, MAX, MEGA PROMO, MERCADO LATAM, PAIXÃO PELO RIO TAM, PROMO, TAM, TAM AIRLINES, TAM CARGO, TAM CARGO CONVENCIONAL, TAM CARGO PRÓXIMO DIA, TAM CARGO PRÓXIMO VÔO, TAM EXPRESS, TAM MILOR, TAM PREMIUM BUSINESS, TAM SEARCH BY PRICE, TAM TARIFA LIGHT, TAM TARIFA MAX, TAM TARIFA PROMO, TAM TARIFA TOP, TAM VACATIONS, TAM VIAGENS, VAMOS LATAM**

D. Trend Information

For 2026, LATAM expects total passenger ASK growth to be between 8% and 10% versus 2025. International passenger growth for the full year 2026 is expected to be between 11% and 13%. LATAM Airlines Brazil's domestic passenger ASKs in the Brazilian market are expected to increase between 6% and 8%. LATAM group's domestic ASKs in Spanish-speaking Countries ("SSC") are expected to increase by approximately 5% to 7%.

Regarding cargo operations, LATAM group expects cargo ATKs to increase between 5% and 7% for full year 2026, mainly driven by the increases in LATAM's international passenger capacity which result in additional capacity related to the space in the belly of those aircraft.

LATAM aims to enhance operational efficiency by maintaining a competitive and agile cost structure. This strategy drives the continuous strengthening of its value proposition, while focusing on sustainable, profitable growth, preserving a healthy capital structure, and consistently delivering value to customers and stakeholders.

LATAM intends to continue using fuel hedging programs and fuel surcharge in our operation to help minimize the impact of short-term movements in crude oil prices. As of December 31, 2025, LATAM had hedged approximately 47%, 33%, 30% and 20% of its estimated fuel consumption for the first, second, third and fourth quarters of 2026 respectively.

E. Critical Accounting Estimates

For information on the Company's accounting estimates, see Note 4 of our audited consolidated financial statements below.

ITEM 6 DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Directors

The LATAM Airlines Group's board of directors consists of nine directors who are elected every two years for two-year terms at annual regular shareholders' meetings or, if necessary, at an extraordinary shareholders' meeting, and may be re-elected. The current board of directors was elected at the ordinary shareholders' meeting held on April 25, 2024, and shall remain in office for two years from its election.

The board of directors may appoint replacements to fill any vacancies that occur during periods between elections. Scheduled meetings of the board of directors are held once a month and extraordinary board of directors' meetings are called by the Chairman of the board of directors. Extraordinary meetings can be called by the Chairman, or when requested by one or more directors if the need for such a meeting is previously approved by the Chairman, unless the meeting is requested by a majority of the directors or the Vice-Chairman, in which case the meeting must be held without the previous approval of the Chairman. On June 30, 2025, Mr. William de Wulf submitted his resignation from his role as a member of our board of directors. In accordance with Article 32 of Law No. 18,046 on Corporations, and pursuant to the vacancy created by the aforementioned resignation, the board of directors appointed Mr. Álvaro Fabián to fill the vacant position. Mr. Fabián was to serve as member of the board of directors until our next ordinary shareholders' meeting, scheduled for the first four-month period of 2026, at which time the entire board of directors is to be renewed. However, on September 27, 2025, Mr. Álvaro Fabián submitted his resignation from his role as member of our board of directors, effective as of the same date, and no replacement director has been appointed to date. In accordance with such same Article 32, a complete renewal of the Board of Directors will take place in the next ordinary shareholders meeting to be held within the first four months of 2026.

The following are LATAM Airlines Group's current directors, as elected on April 25, 2024:

Directors	Age	Position
Ignacio Cueto Plaza ⁽¹⁾	62	Director / Chairman
Bornah Moghbel	43	Director / Vice-Chairman
Enrique Cueto Plaza ⁽¹⁾	67	Director
Frederico P. Fleury Curado	64	Independent Director
Antonio Gil Nievas	56	Director
Michael Neruda	44	Director
Sonia J.S. Villalobos	62	Director
Alexander D. Wilcox	55	Director

1. Ignacio and Enrique Cueto are brothers. Both are members of the Cueto Group and may be deemed to have beneficial ownership over certain of our common shares held by the Cueto Group. For more information, see “Item 7. Major Shareholders and Related Party Transactions.”

Set forth below are brief biographical descriptions of LATAM Airlines Group’s directors and senior management. All of LATAM’s directors are Chilean citizens, with the exception of three members.

Ignacio Cueto has served as a member of LATAM Airlines Group’s board of directors and as Chairman since April 2017 and was re-elected to the board of directors of LATAM in April 2019, April 2020, November 2022 and April 2024. Ignacio Cueto’s career in the airline industry extends over 30 years. In 1985, Ignacio Cueto assumed the position of Vice President of Sales at Fast Air Carrier, a national cargo company of that time. In 1985, Ignacio Cueto became Service Manager and Commercial Manager for the Miami sales office. Ignacio Cueto later served on the board of directors of Ladeco (from 1994 to 1997) and LAN (from 1995 to 1997). Ignacio Cueto served as President of LAN Cargo from 1995 to 1998, as Chief Executive Officer-Passenger Business from 1999 to 2005, and as President and Chief Operating Officer of LAN since 2005 until the merger with TAM in 2012. Ignacio Cueto later served as LAN’s CEO until April 2017. Ignacio Cueto also led the establishment of the different affiliates that the Company has in South America, as well as the

implementation of key alliances with other airlines. Ignacio Cueto is a member of the Cueto Group and may be deemed to have beneficial ownership over certain of our common shares held by the Cueto Group. For more information, see “Item 7. Major Shareholders and Related Party Transactions.”

Bornah Moghbel has been the Vice-Chairman of the Board at LATAM Airlines Group since November 2022. He is a Co-Founder and Partner of Sixth Street, a leading global investment firm that offers capital solutions to companies across all stages of growth. Based in San Francisco, Bornah Moghbel co-leads Sixth Street’s global opportunistic investment platform. After co-founding Sixth Street in 2009, Bornah Moghbel established the firm’s presence in Europe before returning to the United States in 2016. Prior to joining Sixth Street, Bornah Moghbel was an investor at Silver Point Capital and he began his career in the Financial Sponsors Group at UBS Investment Bank. He earned a B.A. in Economics, with high honors, and a minor in Business Administration from the University of California, Berkeley.

Enrique Cueto has served as a member of LATAM Airlines Group’s board of directors since April 2020. Formerly, he held the position of LATAM Airlines Group’s Chief Executive Officer (“CEO”), since the merger between LAN and TAM in June 2012. From 1983 to 1993, Enrique Cueto was Chief Executive Officer of Fast Air, a Chilean Cargo airline. From 1993 to 1994, Enrique Cueto was a member of the board of LAN Airlines. Thereafter, Enrique Cueto held the position of CEO of LAN until June 2012. Enrique Cueto is a member of the Board of the Colunga Foundation which promotes child well-being. Enrique Cueto holds a degree in Economic Sciences from the Catholic University of Chile and is the brother of Ignacio Cueto, Chairman of the board. Enrique Cueto is also a member of the Cueto Group and may be deemed to have beneficial ownership over certain of our common shares held by the Cueto Group. For more information, see “Item 7. Major Shareholders and Related Party Transactions.”

Frederico P. Fleury Curado has been on the Board of LATAM Airlines Group since November 2022, as an independent director. He has also been an independent director of Transocean since 2013, and Chair of its Governance, Safety and Environment (“GSE”) Committee. Frederico Curado is also an independent director at ABB since 2016 and the Chair of its Compensation Committee. He was CEO of Embraer from 2007 to 2016 and CEO of Ultrapar from 2017 to 2021. Frederico Curado holds a B.Sc in Mechanical-Aeronautical Engineering from the Aeronautics Institute of Technology (“ITA”) and an Executive MBA from the University of São Paulo, Brazil.

Antonio Gil Nieves joined LATAM Airlines Group’s Board of Directors in November 2022. He is also a board member at Sociedad Química y Minera de Chile S.A., a Chilean and NYSE publicly listed company. Antonio Gil Nieves has over 30 years of experience in strategic, management, financial and investment leadership roles at global, European and Latin American levels. He was CEO of Moneda Asset Management for over eight years leading it to manage over US\$10.5 billion in assets, and also worked at JP Morgan, serving as Managing Director, Global CFO and member of the global executive committees of several businesses with revenues of over US\$10.0 billion and operations in the United States, Europe, Latin America and Asia, among other leading positions. In addition, he was formerly a strategic consultant with BCG. Antonio Gil Nieves holds a MSc. and BSc. in industrial

engineering with a major in electronics from ICAI (Universidad Pontificia Comillas, Spain). He obtained his MBA from Harvard Business School and also completed the Stanford Executive Program.

Michael Neruda has been a member of the Board at LATAM Airlines Group since November 2022. A seasoned investor and board member, he is a former Partner of Sixth Street, a leading global investment firm that offers capital solutions to companies across all stages of growth, where he was Head of Restructuring and Distressed Investing and led Sixth Street's cross-platform investing in businesses where a combination of public markets expertise and private capital financing may be utilized to improve a company's balance sheet. Prior to joining Sixth Street in 2015, he was a Director at Watershed Asset Management, where he led that firm's investments in the consumer and energy sectors. Michael Neruda was previously an investment analyst at MHR Fund Management, Silver Point Capital and Merrill Lynch. He received a B.S. in Management Science and Engineering from Stanford University, and is a CFA Charterholder. Michael Neruda's extensive governance experience includes serving as a board member and investor representative on numerous corporate boards including with LATAM Airlines, Neiman Marcus, and Stallion Infrastructure Services, as well as serving on the Board of Governors of the Boys & Girls Clubs of San Francisco and the Board of Trustees of the Katherine Delmar Burke's School.

Sonia J.S. Villalobos joined the Board of LATAM Airlines in August 2018. Sonia Villalobos is a Brazilian citizen and founding partner of the company Villalobos Consultoria. Sonia Villalobos has been a regular member of the board of directors of several Brazilian listed companies, such as Petrobras and Telefónica Vivo. Between 2005 and 2009, she was the Manager of Funds in Latin America, in Chile, managing mutual and institutional funds of Larrain Vial AGF. From 1996 to 2002, Sonia Villalobos was responsible for Private Equity investments in Brazil, Argentina and Chile for Bassini,

Playfair & Associates, LLC. In 1989, she was Head of Research of Banco de Investimentos Garantia. She graduated in Public Administration from Escola de Administração de Empresas de São Paulo in 1984 and obtained a Master in Finance from the same institution in 2004. She was the first person to receive the CFA certification in Latin America, in 1994.

Alexander Wilcox has been a member of the board of directors at LATAM Airlines Group since October 2020. He resides in the United States and has broad experience in the aviation industry where he has held executive positions in several airlines since 1996, including as a founder of JetBlue Airways and as the founding President and COO of a large airline in India. Alexander Wilcox is a cofounder and the CEO of JSX, a public charter commuter air carrier in the U.S. and the highest rated air carrier in North America by NPS. He has been a Henry Crown Fellow of the Aspen Institute since 2011 and is a member of the Dallas chapter of Young Presidents Organization (YPO Gold). Alexander Wilcox has been a private pilot since 1987. He also serves on the board of directors of The Compass School of Texas, an elementary school in Dallas. Alexander Wilcox holds a BA degree in Political Science and English from the University of Vermont.

Senior Management

The following are LATAM Airlines Group's current senior executives:

Senior Management	Age	Position
Roberto Alvo	57	Chief Executive Officer
Ramiro Alfonsín	52	Chief Commercial Officer
Ricardo Bottas	50	Chief Financial Officer
Emilio del Real	60	Chief People Officer
Juan Carlos Menció	60	Chief Legal Officer
Paulo Miranda	54	Chief Customer Officer
Hernán Pasman	53	Chief Operations Officer
Juliana Rios	52	Chief Digital and IT Officer
Andrés Bianchi	49	Chief Executive Officer LATAM Cargo Group
Juan José Tohá	50	Director of Corporate Affairs and Sustainability

Roberto Alvo has been the Chief Executive Officer (“CEO”) of LATAM since March 31, 2020. Prior to this, he worked as Chief Commercial Officer (“CCO”) of LATAM, in charge of managing the group’s passenger and cargo revenue. Previously, he was Vice-President of International and Alliances at LATAM Airlines, and Vice-President of Strategic Planning and Development. Roberto Alvo joined LAN Airlines in November 2001, where he served as Chief Financial Officer of LAN Argentina, as Manager of Development and Financial Planning at LAN Airlines, and as Deputy Chief Financial Officer of LAN Airlines. Before working for the group, Roberto Alvo held

various positions at Sociedad Química y Minera de Chile S.A. He is a civil engineer, and holds an MBA from IMD Business School in Lausanne, Switzerland.

Ramiro Alfonsín is LATAM's Chief Commercial Officer LATAM a position he has held since November 2024, previously acting as Chief Financial Officer ("CFO") of LATAM for eight years. Formerly, he worked 16 years for Endesa, a leading utilities company, in Spain, Italy and Chile, where he served as Deputy Chief Executive Officer and Chief Financial Officer for their Latin American operations. Before joining the utilities sector, he worked for five years in Corporate and Investment Banking for several European banks. Ramiro Alfonsin holds a degree in Business Administration from Pontificia Universidad Catolica Argentina.

Ricardo Bottas has served as LATAM's Chief Financial Officer since January 2025. He has nearly three decades of experience across various industries, including auditing, energy, oil and gas, insurance and healthcare. Throughout his career, he has held key roles in management, control, corporate finance, mergers and acquisitions, and investor relations, allowing him to develop a comprehensive market perspective. Over the past 12 years, Ricardo has served as CEO and CFO of public companies in regulated markets in Brazil, leading significant transformations in companies and industries operating in highly competitive and challenging environments. He holds a degree in Business Administration from the University of Salvador, Brazil, and an MBA in Corporate Finance from IBMEC, Rio de Janeiro, Brazil.

Emilio del Real is the LATAM Chief People Officer, a position he took over in August 2005. Between 2003 and 2005, he was Human Resources Manager at D&S, a Chilean retail company. Between 1997 and 2003, he served in various positions at Unilever, including Human Resources Manager of Unilever Chile, and Manager of Training and Recruitment

and Management Development for Latin America. Emilio del Real has a degree in Psychology from the Gabriela Mistral University.

Juan Carlos Menció has been the VicePresident of Legal Affairs and Compliance at LATAM Airlines Group S.A. since September 1, 2014. Previously, he served as general counsel for North America for LATAM Airlines Group S.A., as well as General Counsel for worldwide Lan Cargo, positions he held since 1998. Prior to joining LAN, he was in practice in New York and Florida, representing various international airlines. Menció obtained a Degree in International Finance and Marketing from the School of Business at the University of Miami and his Juris Doctor Degree from Loyola University.

Paulo Miranda has been LATAM's Chief Customer Officer since May 2019. In this role, he is responsible for the Company's customer strategy, delivery, and brand management. Mr. Miranda has more than 25 years of experience in the aviation industry, with professional experience in the United States, Brazil and Chile. Prior to joining the Company, he held senior leadership positions at other international airlines. Throughout his career, he has held leadership roles in finance, global alliances and customer experience. Mr. Miranda holds a degree in Business Administration from the Carlson School of Management at the University of Minnesota.

Hernán Pasman has been the Chief Operations Officer of LATAM Airlines Group since October 2015. Since April 2024, he has also served as a pilot for the Airbus Family Aircraft. He joined LAN Airlines in 2005 as a head of strategic planning and financial analysis of the technical areas. Between 2007 and 2010, Hernán Pasman was the Chief operating officer of LAN Argentina, then, in 2011 he served as Chief Executive Officer for LAN Colombia. Prior to joining the company, between 2001 and 2005, Hernán Pasman was a consultant at McKinsey & Company in Chicago. Between 1995 and 2001, Hernan held positions at Citicorp Equity Investments, Telefonica de Argentina and Argentina Motorola. Hernán Pasman holds a Civil Engineering degree from Instituto Tecnológico de Buenos Aires and an MBA from Kellogg Graduate School of Management (2001).

Juliana Rios has been the Chief Digital and IT Officer of LATAM Airlines since January 2021. Juliana Rios has over 20 years of experience in services and technology in the financial and airline industries. Her career spans business transformation, mergers & acquisitions, digitization, IT, and large-scale project management, such as PSS migration. As Chief IT & Digital Officer, she leads LATAM Airlines' digital transformation efforts. Prior to joining LATAM, Juliana Rios was a senior executive at Banco Santander, Brazil, spearheading the retail business and customer experience strategy. She headed integration programs in Brazil, Italy and the Netherlands. Juliana Rios holds a Bachelor degree in Business Administration and an MBA in Corporate Management from IBMEC, Brazil.

Andrés Bianchi has been Chief Executive Officer of LATAM Cargo Group since 2017. In this role he manages and coordinates the air freight activities of the Group's affiliates. Andrés Bianchi joined LATAM Cargo in 2010 and has held various leadership roles prior to his current position, including VP Commercial North America, Europe & Asia, VP Cargo Network and VP of Finance. Prior to joining LATAM Cargo, he worked as a consultant at McKinsey and Company. Additionally, from 2002 to 2006 he served as LAN Airlines' Head of Investor Relations.

Andrés Bianchi holds a Business Administration degree from Pontificia Universidad Católica de Chile and an MBA from The Wharton School of the University of Pennsylvania.

Juan José Tohá is a journalist with a specialty in Sustainability from Oxford University, as well as a Master's and PhD in Communication from the Autonomous University of Barcelona. Juan José Tohá has vast experience in the design and implementation of communication strategies and the interaction of organizations with their environment. Juan José Tohá has served in FAO's Latin America and Caribbean regional office in Santiago, Chile, and as Communications Manager for Codelco and BHP South America, among others. In 2019, he joined LATAM group as Director of Corporate Affairs and Sustainability, reporting directly to the CEO of LATAM group, and he coordinates the corporate strategy of Public Affairs, External Communications, and Sustainability.

B. Compensation

On March 24, 2025, the ordinary shareholders' meeting approved the new annual compensation structure of the Board, for the fiscal year 2025 and until the next ordinary shareholders' meeting scheduled to take place within the first four months of 2026. On such meeting, the shareholders agreed on a fixed annual compensation of US\$80,000 for each board member (US\$160,000 in the case of the President). The aforementioned compensation is payable monthly at the rate

of one-twelfth of the corresponding amount, regardless of the number of board meetings directors attend, without limit of sessions.

In addition to the base compensation, an additional compensation was approved for each Board member in the shareholders' meeting held on March 24, 2025. Each Board member is entitled to receive an additional compensation equivalent to 9,226,234 compensation units ("URAs"), for the period between March 25, 2025 and the date of the next ordinary shareholders' meeting to be held within the first four months of 2026, provided that the director served continuously as a member of the Board until the end of such period.

Additionally, members of the Board that are also members of the Board of Directors' Committee are entitled to certain fixed and variable compensation (see "—C. Board Practices—Committees—Board of Directors' Committee and Audit Committee").

If a member of the Board of Directors ceased to hold his/her position before the date of the next ordinary shareholders' meeting to be held within the first four months of 2026 (other than due to a legal inability to perform as a director of the company, or due to a supervening conflict of interest or other cause that doesn't allow him/her to continue exercising his/her fiduciary duties as a director) such director was entitled to a pro rata portion of the URAs referred to above, and lost the right to receive the remainder. For the sole purpose of calculating the said pro rata portion of the URAs referred to above, the ordinary shareholders' meeting corresponding to 2026 was considered to take place on April 15, 2026.

In the event of a change of control of the Company, the director who maintains his/her status on the date the change of control occurs is entitled to receive the URAs referred to above. In the event the composition of the Board of Directors changes, each new director will be entitled to the variable compensation described above on a pro rata basis for the period during which such director holds office, and each exiting director will be paid such compensation on a pro rata basis for the time that such director held his/her position in the relevant period.

Each URA will be measured against the value of a share of LATAM Airlines Group, and will be payable considering the weighted average price of the shares of the Company during the 10 stock-exchange-business-days prior to the date on which they become effective (i.e., the date of the next ordinary shareholders' meeting to be held within the first four months of 2026 or the date the member of the Board of Directors ceased to be in its position, as applicable). The transactions in the Chilean stock exchanges and non-Chilean stock exchanges (including NYSE) will be taken into consideration for purposes of determining such weighted average price.

The amounts paid during 2025 as additional variable compensation as described above are:

	Additional variable compensation for the year ended December 31, 2025 (in US\$ thousands)
URAs Directors	345
URAs Board Committee	38
Total	383

Directors Michael Neruda and Bornah Moghbel, as well as former Directors William de Wulf and Alvaro Fabian, have waived their compensations as board members, members of the Board of Directors' Committee and members of the sub committees.

For information on executive compensation, see“ —D.Employees” below.

C. Board Practices

Our board of directors consists of nine directors pursuant to our bylaws. As of the date of this annual report on Form 20-F, eight directors are currently serving on the board following Mr. Fabián's resignation in 2025. The terms of

each current director will expire two years from the date of their appointment, unless previously renewed in accordance with applicable law. See “—A. Directors and Senior Management” and “—B. Compensation” above.

On July 23, 2025 (Law No. 21,757), the Chilean Congress approved the “More Women on Boards” law, amending the Ley sobre Sociedades Anónimas No. 18,046 (“Chilean Corporation Act”) to introduce gender quotas and related reporting obligations. Since January 1, 2026, a recommended gender representation scheme has been in effect, pursuant to which no gender may exceed 80% of board seats between 2026 and 2028 (inclusive), 70% between 2029 and 2031 (inclusive), and 60% from 2032 onwards. The 60% threshold is scheduled to become mandatory only on January 1, 2032, when Law No. 21,757 is scheduled to take full effect, unless amended on or before such date.

Committees

Board of Directors’ Committee and Audit Committee

Pursuant to the Chilean Corporation Act and the *Reglamento de Sociedades Anónimas* (the “Regulation to the Chilean Corporate Law”, and together with the Chilean Corporation Act, the “Chilean Corporate Law”), LATAM Airlines Group must have a board of directors’ committee composed of three board members. LATAM Airlines Group has established a three-person Board of Directors’ Committee, which, among other duties, is responsible for:

- examining the reports of LATAM’s external auditors, the balance sheets and other financial statements submitted by LATAM’s administrators to the shareholders, and issuing an opinion with respect thereto prior to their presentation to the shareholders for their approval;
- evaluating and proposing external auditors and rating agencies;
- proposing a general policy for managing conflicts of interest and pronouncing on the company’s general policies;
- reviewing internal control reports pertaining to related-party transactions;
- examining and reporting on all related-party transactions; and
- reviewing the salary scale of LATAM’s senior management.

Under Chilean Corporate Law we are required, to the extent possible, to appoint a majority of independent board members to the Board of Directors’ committee. Pursuant to the Chilean Corporation Act, no person shall be considered independent who, at any time during the previous 18 months: (1) maintained any relationship, interest or economic, professional, credit or commercial dependence, of a nature and relevant volume, with the company, other

companies of the financial conglomerate to which the company belongs, its controller, or principal executive officer of any one of them, or was a director, manager, administrator, principal executive officer or advisor of such companies; (2) was a close relative (i.e., parents, father/mother in law, siblings, sisters/brothers in law), to any one of the persons referred to in clause (1) above; (3) was a director, manager, administrator or principal executive officer of non-profit organizations that received contributions or large donations from any individual referred to in clause (1) above; (4) was a partner or shareholder that possessed or controlled, directly or indirectly, 10% or more of the company's capital; a director; manager; administrator or principal executive officer of entities who had provided consulting or legal services, for relevant amounts, or of external audit, to the persons referred to in clause (1) above; or (5) was a partner or shareholder who possessed or controlled, directly or indirectly, 10% or more of the company's capital; a director; manager; administrator or principal executive officer of principal competitors, suppliers or clients of the company.

Should there be more than three directors entitled to participate in the directors committee, the board of directors shall elect the members of the directors committee by unanimous vote.

Should the board of directors fail to reach an agreement, preference to be appointed to the committee shall be given to directors elected with the highest percentage of votes cast by shareholders that individually control or possess less than 10% of the company's shares. If there is only one independent director, such director shall appoint the other members of the committee among non-independent directors. Such directors shall be entitled to exercise full powers as members of the committee. The Chairman of the Board of Directors shall not be entitled to be appointed as a member of the committee nor any of its subcommittees, unless he is an independent director.

To be elected as independent director, the candidates must be proposed by shareholders that represent 1% or more of the shares of the company, at least 10 days prior to the date of the shareholders' meeting called to that end. The candidate who obtains the highest number of votes shall be elected as independent director.

The current members of the Board of Directors' Committee are Frederico P. Fleury Curado, Michael Neruda and Sonia J.S. Villalobos.

We pay each member of the Board of Directors' Committee (other than to its Chairman) a fixed annual compensation of US\$50,000. In turn, we pay to the Chairman of the Board of Directors' Committee a fixed annual compensation of US\$85,417. In each case, such compensation is payable monthly at the rate of one-twelfth of the corresponding amount, regardless of the number of meetings they attend, without limit of sessions.

Additionally, each member of the Board of Directors' Committee, in his/her capacity as such, is entitled to receive a variable compensation of 3,075,411 URAs for the period between March 25, 2025 and the date of the next ordinary shareholders' meeting to be held within the first four months of 2026; provided that the committee member remains in its position during such period.

If a member of the Board of Directors' Committee ceases to hold his/her position before the date of the next ordinary shareholders' meeting to be held within the first four months of 2026 (other than due to a legal inability to perform as a director of the company, or due to a supervening conflict of interest or other cause that doesn't allow him/her to continue exercising his/her fiduciary duties as a director) such member would be entitled to a pro rata portion of the URAs referred to above, and would lose the right to receive the remainder. For the sole purpose of calculating the said pro rata portion of the URAs above, the ordinary shareholders' meeting corresponding to 2026 shall be considered to take place on April 15, 2026.

In the event of a change of control of the Company, the director who maintains his/her status as member of the Board of Directors' Committee on the date the change of control occurs is entitled to receive the URAs referred to above. In the event the composition of the Board of Directors' Committee changes, each new member will be entitled to the variable compensation described above on a pro rata basis for the period during which such member would hold office, and each exiting member will be paid such compensation on a pro rata basis for the time that such director held his/her position in the relevant period.

Pursuant to U.S. regulations, we are required to have an audit committee which complies with the independence requirements set forth in Rule 10A-3 under the Exchange Act.

Given the significant overlap in the functions required to be performed by the Board of Directors' Committee contemplated under Art. 50 bis of Chilean Corporation Act and the Audit Committee, historically the

Company's Board of Directors' Committee served as its Audit Committee for purposes of U.S. regulations. However, in connection with the relisting of the Company's ADSs on the NYSE, the Company created an Audit Committee under U.S. law composed of two members that, as of December 31, 2025, comply with the independence requirements set forth in Rule 10A-3 under the Exchange Act. The members of this Audit Committee are not entitled to receive any compensation in their capacity as such.

The current members of this Audit Committee are Frederico P. Fleury Curado and Sonia J.S. Villalobos.

LATAM Board Subcommittees

LATAM's board of directors has subcommittees that review matters and make recommendations: Finance, Leadership, and Strategy & Sustainability, as well as the Board of Director's Committee, which is mandatory under Chilean law. In addition, the Company has a separate Audit Committee established in accordance with U.S. SEC requirements. The Strategy & Sustainability Committee focuses on the corporate strategy, current strategic issues and the three-year plans and budgets for the main business units and functional areas and high-level competitive strategy reviews. The Leadership Committee focuses on, among other things, group culture, high-level organizational structure, appointment of the LATAM CEO and his/her other reports, corporate compensation philosophy, compensation structures and levels for the LATAM CEO and other key executives, succession or contingency planning for the LATAM CEO and performance assessment of the LATAM CEO. The Finance Committee is responsible for financial policies and strategy, capital structure, monitoring policy compliance, taxation strategy and the quality and reliability of financial information. We pay each member of such subcommittees a fixed annual compensation of US\$20,000 for each of the subcommittees of which

the Director is a member, capped at US\$40,000 per year for all the subcommittees of which the Director may be a member. Additionally, the Chairman of each committee is entitled to an additional fixed annual compensation of US\$14,167, capped at US\$28,334. These annual compensations are paid monthly at the rate of one-twelfth of the corresponding amount, regardless of the number of subcommittee sessions they attend to, without limit of sessions.

Corporate Governance Practices

The company follows strict procedures in order to comply with current legislation in the United States and in Chile on corporate governance. In this context, the Company has published a Manual for Corporate Practices which can be found on the LATAM investor relations website and incorporates the applicable legislation in its policies and decisions. Information obtained on, or accessible through, this website is not incorporated by reference herein and shall not be considered part of this annual report on Form 20-F.

D. Employees

As of December 31, 2025, approximately 22,108 of our employees worked in Brazil, 8,741 in Chile, 4,084 in Peru, 2,953 in Colombia, 737, in Ecuador, and 2,502 in the rest of the world. The following table sets forth the number of employees in various positions at the Company.

Employees ending the period	As of December 31,		
	2025	2024	2023
Administrative	5,483	5,322	5,149
Sales	762	811	794
Maintenance	6,892	6,155	5,459
Operations	13,229	12,563	11,402
Cabin crew	9,868	9,312	8,688
Cockpit crew	4,891	4,500	4,076
Total	41,125	38,663	35,568

Our salary structure is comprised of: (a) fixed payments (base salary and other fixed payments such as legal gratifications, local bonus, company seniority and others, depending on each country's law and market practice); (b)

short term incentives (associated with corporate, area and individual performance), applicable to our ground staff; (c) long-term incentives (applicable to our senior executive Directors).

According to the local law requirements, we make pension and social security contributions on behalf of our employees. Additionally, for our air staff and specialized professionals such as mechanics, we have fixed and variable payments, subject to the local collective agreements.

Regarding benefits, we usually provide life insurance and medical insurance, complementary to the coverage provided by the legal system. We also grant other benefits, according to local market practice (meal, transportation, maternal and paternal leave, etc.). In addition, we have a global staff travel program, which grants free and discounted tickets to our permanent employees.

Long-Term Incentive Compensation Program

CIP (Corporate Incentive Plan)

With the aim of incentivizing the retention of talent among the executives of the Company and in response to the exit of the Chapter 11 Restructuring, our Board of Directors approved on April 25, 2023, to extend the grant of an extraordinary and exceptional incentive called Corporate Incentive Plan (“CIP”). The CIP contemplates in three categories tailored to three different groups or categories of employees, depending on whether employees are hired by the Company directly, or by other companies of the LATAM Airlines Group. These categories are as follows:

Non-Executive

Employees; Executives Not part of the Global Executive Meeting or “GEM;” and GEM Executives. Employees in each of these groups are only eligible for the CIP that corresponds to their respective category. The terms of each of these CIP categories were communicated to the respective employees between the months of January to December 2023. In all cases, the respective employees must have remained as such in the Company at the corresponding accrual date to qualify for these benefits.

During 2025, the amount accrued related to this CIP was US\$18.21 million, which is provisioned in the “Administrative expenses” line of the Consolidated Statement of Income by Function. As of December 31, 2025, the amount of this plan provisioned in the consolidated statement of financial position is US\$120.85 million.

For a detailed description see Note 22 in our audited consolidated financial statements.

Compensation Recovery Policy

In October 2022, the SEC adopted rules, pursuant to Section 10D-1 of the Securities Exchange Act of 1934, as amended, requiring national securities exchanges and national securities associations, such as NYSE, to request listed companies to adopt a written compensation recovery (clawback) policy providing for the recovery, in the event of a required accounting restatement, of incentive-based compensation received by the Chief Executive Officer and certain other “executive officers” as defined in Rule 10D-1(d) under the Exchange Act. The amendment to NYSE’s listing rules became effective on October 2, 2023, and issuers listed on NYSE were required to adopt SEC-compliant clawback policies by December 1, 2023. On December 14, 2023, our Board of Directors adopted LATAM Airlines’ compensation recovery policy, a copy of which is attached as Exhibit 97 to this annual report on Form 20-F.

Labor Relations

LATAM has intensified its efforts to ensure that labor relations between the group, its employees and their legal representatives are carried out through dialogue and result in agreements that benefit both parties, while maintaining sound criteria for the operation, efficiency, sustainability and care for people. In 2025, the company renegotiated certain of its collective agreements in order to meet this criterion, and agreed to amend some of them to adapt them to new operational conditions and costs. The company continues to constantly evaluate possible labor conflicts and prepare respective contingency plans.

Below are the main milestones of our relationship with LATAM unions:

Chile

In 2025, four collective bargaining processes were carried out with 12 unions in Chile out of a total of 21 unions. Latam Airlines Group S.A. concluded negotiations with five unions (the Airport Employees’ Union, two Maintenance Employees’ Unions and one Administrative Employees’ Union); Transporte Aéreo S.A. concluded

negotiations with two Maintenance Employees' Unions; Lan Cargo S.A. concluded negotiations with two unions; and Prime Cargo SpA concluded negotiations with the two unions representing workers from the export warehouse. Additionally, at the end of the year, agreements were reached with the two Pilot Unions in Chile. With respect to the latter, on September 8, 2025 the pilots' union of LATAM Airlines Group S.A. presented its collective bargaining proposal, initiating formal negotiations. Since the parties were unable to reach an agreement, the union approved a strike, which went into effect on November 12, 2025. The strike lasted eight days and affected approximately 20% of flights in Chile; however, it did not result in a material impact on operations. During this period, LATAM Airlines Group implemented measures to communicate in a timely manner and provide travel solutions to the vast majority of affected passengers. A new three-year agreement was signed, on November 19, 2025, and will remain in effect until October 31, 2028. All other collective bargaining processes mentioned above were concluded within the ordinary term for such processes and approved by a large majority of their respective assemblies, which limits the possibility of contingencies for the operation. In 2026, collective bargaining processes are expected to be carried out with six unions (one Cargo Pilots' Union, three Cabin Crew Unions, and unions representing Administrative Staff and Cargo Workers).

Ecuador

Ecuador has four labor organizations: an association composed of pilots, another mostly composed of maintenance personnel, a multitask association, and a union composed of cabin crew and mechanics. The pilot's

association is the only one that had held a voluntary agreement with the company; however, after unsuccessful negotiations for a new general agreement, last year LATAM Ecuador signed individual agreements with each one of the pilots.

Colombia

During 2025, LATAM Airlines Colombia completed two collective bargaining processes with the Industrial Union of Aviation Workers (SINTRATAC) and the LATAM Colombia Pilots' Union (ADALAC), resulting in the execution of new Collective Bargaining Agreements. The agreement entered into with SINTRATAC will remain in effect through December 2028, while the agreement with ADALAC remains in force until January 2027.

On November 25, 2024, LATAM Airlines Colombia filed a motion for annulment of one of the provisions contained in the arbitration award issued by the Arbitration Tribunal in the collective proceeding with the Colombian Association of Civil Aviators (ACDAC), resulting in the matter being brought before the Supreme Court of Justice of Colombia for resolution.

Peru

LATAM Airlines Peru has six unions that represent workers from different functional areas: pilots, cabin crew, aircraft technicians, flight dispatchers and airport workers. The current collective bargaining agreements were signed for a duration of four years. LATAM Peru recently has reached an agreement with one of the maintenance technician unions and is currently negotiating with the cabin crew union and one of the maintenance technician unions. Negotiations with most of the remaining unions are expected will take place during 2026, leaving only one of the maintenance unions for 2027.

Argentina

LATAM should not be significantly affected by conflicts involving aeronautical labor unions in Argentina, as the group no longer has an Argentine airline affiliate operating in that country. In addition, last year LATAM negotiated an agreement with its administrative staff who are part of the foreign airline industry union. This agreement is scheduled to be renegotiated in March 2026.

Brazil

Under Brazilian law, the term of collective bargaining agreements is limited to two years. LATAM Airlines Brazil has historically negotiated collective bargaining agreements with 11 labor unions in Brazil: one crew flight union, which represents pilots, copilots and flight attendants, and 10 ground staff unions. In November 2025 a new

two-year collective agreement was reached with the pilots' and cabin crew union and in November 2026 collective bargaining will take place with the cargo pilots and ground unions.

E. Share Ownership

As of March 2, 2026, the members of our board of directors and our executive officers as a group owned 5.30% of our shares. None of our directors or executive officers has voting rights that are different from any of our other shareholders. See “Item 7. Major Shareholders and Related Party Transactions.”

	Beneficial ownership (as of March 2, 2026)	
	Number of shares of common stock beneficially owned	Percentage of common stock beneficially owned
Directors and Executive Officers		
Bornah Moghbel ⁽¹⁾	84,424,000	0.01 %
Enrique Cueto ⁽²⁾	30,389,446,225	5.29 %
Ignacio Cueto ⁽²⁾	30,389,446,225	5.29 %
All other directors and executive officers as a group ⁽³⁾	—	—

1. Mr. Moghbel holds 42,212 ADSs, which represent 84,424,000 common shares of LATAM. Mr. Moghbel, a Co-Founder and Partner of Sixth Street, disclaims beneficial ownership of any shares beneficially owned by Sixth Street Partners Management Company, L.P. and its affiliates. For further information on the shares beneficially owned by Sixth Street Partners Management Company, L.P. and its affiliates, see “Item 7. Major Shareholders and Related Party Transactions—A. Major Shareholders.”
2. Based on information reported by Costa Verde Aeronáutica S.A. on Schedule 13D/A filed with the SEC on November 13, 2022. Consists of 30,389,446,225 common shares, of which (i) 23,789,209,717 are held of record by Costa Verde Aeronáutica S.A. (ii) 7,775,891 common shares are held of record by Inversiones Costa Verde Limitada y Cia En Comandita Por Acciones, and (iii) 6,592,460,617 common shares are held of record by Costa Verde Inversiones Financieras S.A. Ignacio Cueto (President of the Board of LATAM), Enrique Cueto (LATAM board member) and certain other Cueto family members and entities controlled by them, who comprise the Cueto Group, may be deemed to have shared voting and dispositive power over the shares held by the reporting persons. Each of the members of the Cueto Group disclaims ownership of the common shares except to the extent each of them has a pecuniary interest therein. The address of each of the reporting persons is Presidente Riesco 5711, 11th floor, Las Condes, Santiago, Chile.
3. Except as otherwise presented above, none of our directors or executive officers beneficially own any common shares of LATAM.

For a description of stock options granted to our executive officers, see “—D. Employees—Long-Term Incentive Compensation Program.”

F. Disclosure of a Registrant’s Action to Recover Erroneously Awarded Compensation

We have adopted a compensation recovery policy in October 2023. See Exhibit 97 to this annual report on Form 20-F.

We have not been required to prepare an accounting restatement at any time during or after our last completed fiscal year and no recovery of awarded compensation is required pursuant to our compensation recovery policy.

ITEM 7 MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table and accompanying footnotes present information relating to the beneficial ownership of our common shares (including in the form of ADSs) and reflects information available in shareholder's registry from the Central Securities Depositary (Depósito Central de Valores, or "DCV") and complemented by filings of Schedules 13F, 13D and 13G with the SEC. We are not aware of any other shareholder that beneficially owns more than 5% of our common shares nor of any arrangements the operation of which may at a subsequent date result in a change of control of the company.

The number of common shares beneficially owned by each entity, person, executive officer or director is determined in accordance with SEC rules, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares over which the individual has sole or shared voting power or investment power as well as any shares that the individual has the right to acquire within 60 days through the exercise of any option, warrant or other right.

Except as otherwise indicated, and subject to applicable community property laws, we believe that each shareholder identified in the table below possesses sole voting and investment power over all common shares shown as

beneficially owned by the shareholder in the table. Percentages in the table below are based on 574,215,983,709 outstanding common shares as of March 2, 2026.

The table below sets forth additional information regarding the beneficial ownership of our common shares, as of March 2, 2026, by our major shareholders or shareholder groups, and minority shareholders

	Beneficial ownership (as of March 2, 2026)	
	Number of shares of common stock beneficially owned	Percentage of common stock beneficially owned
Shareholder		
Sixth Street Partners Management Company ⁽¹⁾	75,887,693,315	13.22 %
Delta Air Lines, Inc. ⁽²⁾	60,722,284,826	10.57 %
Qatar Airways Investments (UK) LTD ⁽³⁾	60,640,769,249	10.56 %
AFP Habitat S A. ⁽⁴⁾	34,013,161,205	5.92 %
Cueto Group ⁽⁵⁾	30,389,446,225	5.29 %
Others	312,562,628,889	54.43 %
Total	574,215,983,709	100.00%

(1) Based on information reported by Sixth Street Partners Management Company, L.P. on Schedule 13D/A filed with the SEC on February 9, 2026. Consists of 75,887,693,315 common shares held of record by Lauca Investments, LLC, a Delaware limited liability company ("Lauca"), which is owned by TAO Finance 3-A, LLC, a Delaware limited liability company ("TAO Finance"), Conifer Finance 3, LLC, a Delaware limited liability company ("Conifer Finance") and Redwood IV Finance 3, LLC, a Delaware limited liability company ("Redwood Finance"). Sixth Street Partners Management Company, L.P., a Delaware limited partnership ("Management Company") ultimately indirectly controls (i) Sixth Street TAO GenPar, L.P., a Delaware limited partnership, which is the manager of TAO Finance, (ii) Sixth Street Fundamental Strategies GenPar, L.P., a Delaware limited partnership, which is the manager of Conifer Finance and (iii) Sixth Street Opportunities GenPar IV, L.P., a Delaware limited partnership, which is the manager of Redwood Finance. Management Company is managed by its general partner, whose managing member is Alan Waxman. Each of the foregoing individuals and entities disclaims beneficial ownership of the shares directly held by Lauca except to the extent of their pecuniary interest therein. The business address for each of the foregoing entities is c/o Sixth Street Partners, LLC, 2100 McKinney Avenue, Suite 1500, Dallas, TX, 75201, 469-621-3001. The principal business address of Mr. Waxman is c/o Sixth Street Partners, LLC, 1 Letterman Drive, Building B, Suite B6-100, San Francisco, CA 94129. From the total

number of shares registered in the name of “Banco de Chile por Cuenta de State Street,” Banco de Chile confirmed to us the amount of shares corresponding to Sixth Street Partners Management Company.

- (2) Based on information reported by Delta Air Lines, Inc. on Schedule 13D/A filed with the SEC on November 14, 2022. Consists of 60,722,284,826 common shares held of record by Delta Air Lines, Inc. The address of the reporting person is 1030 Delta Boulevard, Atlanta, GA 30354.
- (3) Based on information reported by Qatar Airways and QAI UK on Schedule 13D/A filed with the SEC on November 14, 2022. Consists of 60,640,769,249 common shares held of record by Qatar Airways Group Q.C.S.C. (“Qatar Airways”), a corporation organized and existing under the laws of Qatar, and Qatar Airways Investments (UK) Ltd. (“QAI UK”), a United Kingdom company and a wholly-owned subsidiary of Qatar Airways. The business address of Qatar Airways is Qatar Airways Tower 1, P.O. Box 22550, Doha, Qatar, and the business address of QAI UK is 10-11 Conduit Street, London W1S 2QR, United Kingdom.
- (4) Based on information provided by the Chilean central depository (Depósito Central de Valores or “DCV”), AFP Habitat S.A., through Pension Funds A, B, C, D and E, held an aggregate of 34,013,161,205 common shares as of March 2, 2026.
- (5) Based on information reported by Costa Verde Aeronáutica S.A. on Schedule 13D/A filed with the SEC on November 13, 2022. Consists of 30,389,446,225 common shares, of which (i) 23,789,209,717 are held of record by Costa Verde Aeronáutica S.A. (ii) 7,775,891 common shares are held of record by Inversiones Costa Verde Limitada y Cia En Comandita Por Acciones, and (iii) 6,592,460,617 common shares are held of record by Costa Verde Inversiones Financieras S.A. Ignacio Cueto (President of the Board of LATAM), Enrique Cueto (LATAM board member) and certain other Cueto family members and entities controlled by them, who comprise the Cueto Group, may be deemed to have shared voting and dispositive power over the shares held by the reporting persons. The address of each of the reporting persons is Presidente Riesco 5711, 11th floor, Las Condes, Santiago, Chile

As of March 2, 2026, other minority investors held 54.43% of our stock, and 10.02% of our capital stock held in the form of ADSs. It is not practicable for us to determine the number of ADSs or common shares beneficially owned in the United States. As of December 31, 2025, we had 2,061 record holders of our common shares and 8 record holders of our ADRs. It is not practicable for us to determine the portion of shares held in Chile or the number of record holders in Chile. All of our shareholders have identical voting rights.

In the past three years, the only significant changes in the percentage of ownership held by any of LATAM’s current major shareholders (with more than 5% stake) have been represented by a decrease in the Selling Shareholders ownership interests in LATAM following the re-IPO as follows: (a) a decrease in Sixth Street Partners Management Company’s ownership from 24.10% to 13.2% as of February 9, 2026; (b) a decrease in Strategic Value Partners’ ownership from 13.83% to 0% as of December 31, 2025; and (c) the addition of AFP Habitat S.A. to the list of principal shareholders, as it beneficially owned more than 5% of the Company’s outstanding shares (approximately 5.92%) as of March 2, 2026.

Shareholders’ Agreements

On or around the date of LATAM's emergence from bankruptcy proceedings (the "Effective Date") in accordance with the terms and conditions of the Chapter 11 plan confirmed by the Bankruptcy Court on June 18, 2022, the Backstop Creditors and the Backstop Shareholders entered into a Shareholders' Agreement (the "Shareholders' Agreement") that provides, among other things, that: (A) for a two year term following the Effective Date, the parties to the Shareholders' Agreement shall vote their shares so that the LATAM Airlines Group Board of Directors will comprise, both initially and in the filling of any vacancies thereon, nine directors, who in accordance with Chilean law, shall be appointed as follows: (i) five directors, including the vice-chair of the LATAM Airlines Group Board of Directors, nominated by the Backstop Creditors; and (ii) four directors, including the chair of the LATAM Airlines Group Board of Directors (who shall be a Chilean national), nominated by the Backstop Shareholders; and (B) for the first five years after the Effective Date, in the event of a wind-down liquidation or dissolution of LATAM Airlines Group, recoveries on the shares delivered in exchange for the New Convertible Notes Class B to the extent the conversion option thereunder is exercised, shall be subordinated to any right of recovery for any shares delivered or to be delivered upon conversion of the New Convertible Notes Class A or New Convertible Notes Class C, in each case held by the Backstop Creditors on the Effective Date.

Composition of the LATAM Airlines Group Board

At the Ordinary Shareholders' Meeting of the Company held on April 25, 2024, the following individuals were elected to the Board of Directors: Enrique Cueto Plaza, Ignacio Cueto Plaza, Frederico P. Fleury Curado (as independent director), William de Wulf, Antonio Gil Nievas, Bornah Moghbel, Michael Neruda, Sonia Villalobos and Alexander D. Wilcox.

On June 30, 2025, Mr. William de Wulf resigned from his position as a Director of the Company. Pursuant to Article 32 of Chilean Law No. 18,046, the Board of Directors appointed Mr. Álvaro Fabián to fill the resulting vacancy. On September 27, 2025, Mr. Álvaro Fabián also resigned from his position as Director, effective as of that same date, and no replacement director has been appointed to date. A complete renewal of the Board of Directors will be required to take place at the next ordinary shareholders' meeting to be held during the first four months of 2026.

Management of the LATAM Airlines Group

The CEO of LATAM Airlines Group is the highest ranked officer of LATAM and reports directly to the LATAM Airlines Group's board of directors. The CEO is tasked with the general supervision, direction and control of the business of LATAM. In the case of the departure of our current CEO, our board of directors will select the successor after receiving the recommendation of the Leadership Committee.

The headquarters of LATAM continues to be located in Santiago, Chile.

Voting Agreements, Transfers and Other Arrangements

Voting Agreements

The parties to the Holdco I shareholder's agreement and TAM shareholders agreement have agreed to vote their voting shares of Holdco I and shares of TAM so as to give effect to the agreements with respect to representation on the TAM board of directors discussed above.

Transfer Restrictions

As provided in the aforementioned shareholders' agreements, TEP Chile S.A. ("TEP Chile") may sell all voting shares of Holdco I beneficially owned by it as a block, subject to satisfaction of the block sale provisions, if a release event (as described below) occurs. A "release event" will occur if (i) a capital increase of LATAM Airlines Group occurs, (ii) TEP Chile does not fully exercise the preemptive rights granted to it under applicable law in Chile with respect to such capital increase in respect of all of its restricted LATAM Airlines Group common shares, and (iii) after such capital increase is completed, the individual designated by TEP Chile for election to the board of directors of LATAM Airlines Group with the assistance of the Cueto Group is not elected to the board of directors of LATAM Airlines Group. As a

result of the implementation of the restructuring set forth in our Plan of Reorganization, a “release event” occurred. However, no sale of the voting shares of Holdco I beneficially owned by TEP Chile has been implemented.

Restriction on transfer of TAM shares

LATAM agreed in the Holdco I shareholders’ agreement not to sell or transfer any shares of TAM stock to any person (other than our affiliates) at any time when TEP Chile owns any voting shares of Holdco I. However, LATAM will have the right to effect such a sale or transfer if, at the same time as such sale or transfer, LATAM (or its assignee) acquires all the voting shares of Holdco I beneficially owned by TEP Chile for an amount equal to TEP Chile’s then current tax basis in such shares and any costs TEP Chile is required to incur to effect such sale or transfer. TEP Chile has irrevocably granted us the assignable right to purchase all of the voting shares of Holdco I beneficially owned by TEP Chile in connection with any such sale.

Conversion Option

Pursuant to the Holdco I shareholders’ agreement, we have the unilateral right to convert our shares of non-voting stock of Holdco I into shares of voting stock of Holdco I to the maximum extent allowed under law and to increase our representation on the TAM and Holdco I boards of directors if and when permitted in accordance with foreign ownership control laws in Brazil and other applicable laws if the conversion would not have an adverse effect (as defined above under the “Transfer Restrictions” section). In February 2019, we completed the procedures for the exchange of shares of Holdco I S.A., through which LATAM Airlines Group SA increased its indirect participation in TAM S.A., from 48.99% to 51.04%. This transaction was undertaken pursuant to the Provisional Measure No. 863/2018 issued by CADE on December 13, 2018, through which the participation of up to 100% of foreign capital in airlines in Brazil is permitted.

If we can purchase and/or convert our shares and we do not timely exercise our right to do so, then the controlling shareholders of TAM will have the right to put their shares of voting stock of Holdco I to us for an amount equal to the sale consideration.

Acquisitions of TAM Stock

The parties have agreed that all acquisitions of TAM common shares by LATAM Airlines Group, Holdco I, TAM or any of their respective subsidiaries from and after the effective time of the merger will be made by Holdco I.

B. Related Party Transactions

General

We have engaged in a variety of transactions with our affiliates, including entities owned or controlled by certain of our major shareholders. In the ordinary course of business, we render to and receive from related

companies' services of various types, including aircraft leases, aircraft interchanges, freight transportation and reservation services.

Related-party means, among others, subsidiaries, affiliates, natural persons or legal entities with control of 10% or more of LATAM's voting stock, vice presidents, directors or senior executives as well as their respective spouses, relatives, and companies in which said persons are either direct or indirect owners of 10% or more of LATAM's voting stock, or in which they have held a position over the last 18 months.

Related-Party Transactions can only be executed if said transactions are in LATAM's interest and adjust to price, terms and conditions prevalent in the market for similar transactions with other third parties at the time of its approval.

On January 8, 2024, Chilean Financial Market Commission (Comisión para el Mercado Financiero, or "CMF") published General Rule 501, which establishes (a) the minimum conditions that must be met by the policy of usual related-party transactions, in order to facilitate the approval of such transactions; and (b) the public disclosure in January and July of each year on all of the related-party transactions carried out in the immediately preceding semester. The rule became effective in September 2024 and the first report was published on January 31, 2025, and onwards for every semester.

On August 8, 2024, the Board of Directors, in view of said new Rule 501, upon recommendation of the board of directors' committee, approved amendments to (i) the Policy of Usual Related-Party Transactions of LATAM Airlines Group and (ii) the Policy on Control of Related-Party Transactions of LATAM Airlines Group and its subsidiaries (the "Policy"). Any and all negotiations, acts, contracts or operations between LATAM Airlines Group and a LATAM related-party or among two or more LATAM related-parties will be subject to the Policy.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8 FINANCIAL INFORMATION

A. Consolidated Financial Statements and Other Financial Information

See “Item 18. Financial Statements” starting on page F-1.

Legal and Arbitration Proceedings

We are involved in routine litigation and other proceedings relating to the ordinary course of business. The following is a description of our material legal and arbitration proceedings as of the date of this filing.

International Cargo Airlines Investigations

In February 2006 the European Commission (“EC”), the Department of Justice of the United States (“DOJ”), the Canadian Competition Bureau (“CCB”), and the Brazilian Administrative Counsel for Economic Defense (Conselho Administrativo de Defesa Econômica or “CADE”), among others, initiated a global investigation of a large number of international cargo airlines (among them LAN Cargo) for possible price fixing of cargo fuel surcharges and other fees in the European and United States air cargo markets. As previously announced, LAN Cargo reached plea agreements with the DOJ and the CCB, which included the payment of fines, in relation to such investigation.

On November 9, 2010, the EC imposed fines on 11 air carriers for a total amount of Th€799,400 (equivalent to approximately ThUS\$832,708). The fine imposed against LAN Cargo and its parent company, LATAM Airlines Group, totaled Th€8,220 (equivalent to approximately ThUS\$9,670). LATAM Airlines Group provisioned ThUS\$25,000 during the fourth quarter of 2007 for such fines, and maintained this provision until the fine was imposed in 2010. In 2010, LATAM Airlines Group recorded a ThUS\$14,100 gain (pre-tax) from the reversal of a portion of this provision. This was the lowest fine applied by the EC, which includes a significant reduction due to LATAM Airlines Group’s cooperation with the Commission during the course of the investigation. In accordance with European Union law, on January 24, 2011 this administrative decision was appealed by LAN Cargo and LATAM Airlines Group to the General Court in Luxembourg. Any judgment by the General Court may also be appealed to the Court of Justice of the European Union. The European Court of Justice overturned the Commission’s decision on December 16, 2015. On May 20, 2016, the EC confirmed that they had decided not to appeal the case and to issue a new decision with the aim of correcting the faults identified in the judgment by the European Court of Justice.

On March 17, 2017, the EC re-adopted its decision and imposed on LAN Cargo and its parent company, LATAM Airlines Group, a fine in the same amount, ThUS\$9,670 (Th€8,220) as the original fine. On May 31, 2017 LAN Cargo and LATAM Airlines Group requested the annulment of this EC decision to the General Court of the European Union. In December 2017 LAN Cargo and LATAM Airlines Group presented their arguments for this annulment and in July 2019 LAN CARGO and LATAM participated in a hearing in the Court of Justice of the European Union in which we confirmed our request for annulment of the decision or instead a reduction of the amount of the fine. On March 30, 2022, the European Court issued its ruling and reduced the amount of our fine from ThUS\$9,670 (Th€8,220) to ThUS\$2,638 (Th€2,244). This ruling was appealed by LAN Cargo, S.A. and LATAM Airlines Group on June 9, 2022. All the other 11 airlines also appealed the ruling affecting them. The European Commission responded to our appeal on September 7, 2022. LAN Cargo, S.A. and LATAM Airlines Group responded to the Commission's arguments on November 11, 2022. On December 17, 2020, the European Commission submitted proof of claim for the total amount of the fine ThUS\$9,670 or Th€8,220 to the Bankruptcy Court. The amount of this claim has been modified to ThUS\$2,638. In January 2023, the European Commission replied to our defense, and on February 13, 2023, LAN Cargo, S.A. and LATAM Airlines Group requested the European Court of Justice to hold a hearing. The hearing was held before the European Court of Justice on April 10, 2024. On September 5, 2024, the Advocate General of the European Court of Justice issued a non-binding opinion stating that the European Court of Justice should dismiss all the airlines' appeals and uphold the current fines. On February 26, 2026, the European Court of Justice rendered a dismissing the pending appeals of the airlines and upholding the fines imposed by the General Court on March 30, 2022. In LATAM's and Lan Cargo S.A. case, the fine reduced by 73% to Th€2,244.

Civil actions have also been initiated against many airlines, including LAN Cargo and LATAM Airlines Group, in various European countries (Great Britain, Norway, Holland and Germany). The only judicial process still pending is in Norway. There has been no activity in the Norway proceeding since January 2014. However, out-of-court negotiations have been ongoing and, as in the case of the Netherlands, by the end of 2025 a preliminary agreement was reached with all the airlines involved, which were compelled to accept the withdrawal of their claims against LATAM and LAN CARGO after their prior claim was dismissed by the New York Court during the Chapter 11 proceedings. The formal withdrawal of their claims remains pending during 2026 in order to close the case in Norway. As of the date of this annual report on Form 20-F, the amount is undetermined.

On September 3, 2013, CADE published its decision to impose a fine of ThUS\$51,000 against ABSA, after an investigation, commenced in 2008, against several cargo airlines and airlines officers over allegations of anticompetitive practices regarding fuel surcharges in the air cargo business. CADE also imposed fines upon a former Director and two former employees in the amounts of ThUS\$1,000 and ThUS\$510 respectively. On December 5, 2013 ABSA filed its application for Administrative Reconsideration before CADE. On December 19, 2014, CADE issued a new decision which reduced the fine against ABSA to ThUS\$10,721 (R\$58,862,206,35) (based on an exchange rate of US\$1 = R\$5.49). CADE also reduced the fines against ABSA's Director and employees to US\$216,973 and US\$107,691, respectively (also based on an exchange rate of US\$1 = R\$5.49). ABSA has initiated a judicial appeal against the Union Federal seeking an additional reduction of the fine amount. In December 2018, a Federal Court Judge ruled against ABSA, indicating that it will not apply an additional reduction to the fine imposed. The court's decision was published on March 12, 2019. On March 13, 2019, ABSA filed a motion seeking clarification of the federal court's decision. On April 1, 2019, a response to the motions for clarification filed by ABSA was presented. On May 24, 2019, the motions for clarification of ABSA were not accepted.

On June 18, 2019, an appeal was filed by ABSA. On August 14, 2019, CADE's deadline for filing counter arguments was certified. On August 25, 2019, records were sent to the court. On the same date, the records were distributed to Desa Marli Marques Ferreira. On April 27, 2020, a petition was presented by ABSA attaching the renewal of the insurance-judicial policy. On April 19, 2021, a petition was presented by ABSA attaching the renewal of the insurance-judicial policy. On July 19, 2021, CADE filed a statement challenging the policy presented. On August 11, 2021, ABSA filed a petition with evidence of the regular status of the policy presented. On October 26, 2021, a decision was rendered determining the regularization of the policy by ABSA. On October 27, 2021, ABSA filed a petition reiterating the terms of its last petition, demonstrating the regularity of the policy presented. On February 8, 2022, ABSA was summoned to regularize the policy presented, by proving the existence of a reinsurance contract. On February 16, 2022, ABSA presented proof of reinsurance by Ezze Seguros. As of the date of this annual report on Form 20-F, a ruling on of ABSA's appeal is awaited.

Class Actions

Class Action filed by the National Corporation of Consumers and Users ("CONADECUS")

On June 25, 2020, the National Corporation of Consumers and Users (“CONADECUS”) filed a class action against LATAM Airlines Group in the 23° Juzgado Civil de Santiago, for alleged breaches of the Law on Protection of Consumer Rights due to flight cancellations caused by the COVID-19 pandemic, requesting the nullity of alleged abusive clauses in consumer contracts, the imposition of fines and compensation for damages in defense of the interest of consumers. On July 4, 2020 we filed a motion to reverse the court’s ruling declaring the admissibility of the action filed by CONADECUS. On July 11, 2020 we requested the Court to comply with the Chilean Insolvency Court’s ruling to suspend the case in connection with the foreign reorganization procedure pursuant to the Chilean Insolvency Act, a request that was accepted by the Court. CONADECUS filed a motion for reconsideration and an appeal against this resolution should the motion for reconsideration be dismissed. The Court dismissed the reconsideration motion on August 3, 2020, but admitted the appeal. On December 22, 2022, LATAM Airlines Group filed a motion requesting the stay of the proceedings to be lifted, given the current state of the reorganization procedure. On December 30, 2022, CONADECUS agreed to LATAM Airlines Group’s request. On January 23, 2023, the Santiago Court of Appeals granted LATAM’s motion and lifted the stay. On November 24, 2023, the Court dismissed LATAM’s motion for reversal against the ruling that declared the action filed by CONADECUS admissible. On December 4, 2023, LATAM filed a statement of defense. The settlement hearing took place on March 27, 2024, but the parties did not reach an agreement. On May 14, 2024 the Court determined the facts to be proven, and dismissed the motion of reconsideration on June 18, 2024, thereby opening the evidentiary stage. The parties were convened to hear a decision on May 27, 2025. As of the date of this annual report on Form 20-F, the amount is undetermined.

Class Action filed in 2023 by the National Corporation of Consumers and Users (“CONADECUS”)

On September 21, 2023, LATAM Airlines Group was notified of a class action lawsuit filed by CONADECUS in a Chilean Court (23° Juzgado Civil de Santiago), for alleged breaches of the Law on Protection of Consumer Rights because of the cancellation of tickets for international flights purchased through travel agencies. CONADECUS petitioned for fines and damages in defense of the class and/or diffuse interest of consumers. On September 30, 2023, LATAM Airlines Group filed a motion for reversal against the ruling that declared the action filed by CONADECUS admissible, which was dismissed by the Court on November 11, 2023. On November 18, 2023, LATAM filed a statement of defense. On August 6, 2024, LATAM requested the Court to declare the abandonment of the procedure on account of the plaintiff's lack of activity. The Court granted the abandonment of the procedure on March 27, 2025. Conadecus filed an appeal against this ruling on April 2, 2025, which was granted by the Santiago Court of Appeal on August 20, 2025. On November 26, 2025, the Court summoned the parties to a settlement hearing, which did not take place. On February 16, 2026, CONADECUS requested that the Court set a new date for the conciliation hearing, which the Court scheduled for March 20, 2026. As of the date of this annual report on Form 20-F, the amount is undetermined.

Class Action filed in 2024 by the National Corporation of Consumers and Users ("CONADECUS")

On September 17, 2024, LATAM Airlines Group was notified of a class action lawsuit filed by CONADECUS in a Chilean Court (15° Juzgado Civil de Santiago), for alleged breaches of the Law on Protection of Consumer Rights because of the cancelation of flights occurred due to the CrowdStrike outage. CONADECUS petitioned for fines and damages in defense of the collective and/or diffuse interest of consumers. On September 27, 2024, LATAM Airlines Group filed a motion for reversal against the ruling that declared the action filed by CONADECUS admissible, which was dismissed by the Court on November 20, 2024. On December 9, 2024, LATAM filed a statement of defense. The conciliation hearing was held on 19/02/2025, in which no agreement was reached. On April 3, 2025, the Court determined the facts to be proven, which was notified to LATAM Airlines Group on September 8, 2025. The ordinary evidentiary stage finished on November 5, 2025. At the moment the extraordinary evidentiary stage is pending, after which the Court should summon the parties to hear a decision. As of the date of this annual report on Form 20-F, the amount is undetermined.

Legal proceedings with the Antitrust Court in Chile ("TDLC")

Rol NC-388-2011. On August 11, 2023, the Chilean Civil Aviation Administration (*Junta de Aeronáutica Civil*, or "JAC") filed a petition for clarification with the Chilean Antitrust Court (Tribunal de Defensa de la Libre Competencia,

or “TDLC”) regarding certain capacity and other transitory restrictions applicable to the Santiago-Lima under the Eighth Condition. The petition seeks to impose a temporary five-year limitation on 23 frequencies assigned by the JAC to LATAM after the decision was issued.

On October 17, 2023, the TDLC accepted LATAM’s motion for reconsideration, amended its previous ruling and dismissed the JAC’s petition for clarification. On October 23, 2023, the JAC presented an appeal before the Supreme Court requesting that the TDLC resolution be overturned. This appeal was dismissed, as was a motion for reconsideration filed by the JAC, which the Supreme Court rejected unanimously LATAM opposed both JAC actions. There are no appeals pending in this case. As of the date of this annual report on Form 20-F, the amount is undetermined.

Rol NC-524-2023. In a separate but related proceeding, JetSmart, a competitor of LATAM, filed a non-contentious inquiry on September 26, 2023, in relation to the terms of the future public tender of aviation frequencies on the Santiago-Lima route. JetSmart requested an injunction to suspend the tender and maintain the aviation frequency assignments as currently held until the inquiry has been finalized. The TDLC declared the inquiry admissible on October 2, 2023, but only to begin a procedure to determine whether the rules in the terms of the public aviation frequency tender violate Chilean Decree Law No. 211, and dismissed the request for provisional measures. On October 4, 2023, JetSmart filed two motions for reconsideration against the TDLC’s decision. The JAC became a party to such motions on October 6, 2023 and LATAM became a party to the process on October 10, 2023, and it requested that the motions filed by JetSmart be dismissed. On October 16, 2023, the TDLC took into account the considerations presented by LATAM and rejected the two motions for reconsideration filed by JetSmart. On October 19, 2023 CONADECUS requested to become part of this process and requested the same injunction previously rejected twice by the TDLC. On October 23, 2023 LATAM submitted a brief to the TDLC requesting the rejection of said injunction now requested by CONADECUS. On October 23, 2023, a public auction was held by JAC for 13 international frequencies for the Santiago - Lima route, LATAM won 10 of 13 of these routes. On October 24, 2023, JetSmart once again requested that an injunction be issued regarding the public tender of aviation frequencies on the Santiago-Lima route. On October 30, 2023, LATAM filed a brief requesting the

dismissal of JetSmart's new request for injunction. On November 2, 2023, the TDLC rejected the request for injunctions submitted by JetSmart and CONADECUS. On December 5, 2023, JetSmart complied with TDLC procedural order and published in the Chilean official newspaper a notice calling interested parties and stakeholders to submit information and opinions regarding JetSmart's inquiry. On December 21, 2023, the FNE requested to be an intervening party in the process and requested to extend the deadline to provide background information. The TDLC accepted the postponement, leaving the deadline for providing information as February 5, 2024. On February 1, 2024, LATAM submitted a brief to TDLC advocating for its position and providing background information regarding JetSmart's inquiry. During the months of January and February 2024, the FNE, the JAC, the SERNAC, Sky Airline and CONADECUS also provided background information. On February 13, 2024, the JAC submitted a request for clarification to the TDLC, asking if it could call for bids regarding international air frequencies on the Santiago-Lima route, the validity of which expires in 2024. On February 15, 2024, LATAM submitted a document stating that there was no matter to be clarified and that the request should be rejected. On February 15, 2024, the TDLC ruled against the JAC's request, since there were no aspects to be clarified. On April 25, 2024, a tender was held for two Santiago-Lima frequencies, both of which were awarded to JetSmart. LATAM submitted the minutes of said tender to the TDLC. On June 19, 2024, LATAM submitted an economic report and observations to the report submitted by JetSmart. On July 19, 2024, the JAC, JetSmart, LATAM and Sky presented additional background information. On July 31, 2024, the public hearing was held at the TDLC, with the participation of the JAC, the FNE, JetSmart, CONADECUS and LATAM. On December 18, 2024, the TDLC requested the FNE to report on the current status of investigation No. 2755-24 discussed in its contribution of background information and for the JAC to report on the status of the citizen consultation related to the modification of the frequency allocation regulations. On December 24, 2024, the FNE and the JAC presented their responses. On January 10, 2025, the TDLC rejected JetSmart's request for a non-contentious process of September 26, 2023, declaring that the bidding rules do not generate significant risks that may violate the provisions of Decree Law No. 211. On January 24, 2025, JetSmart filed an appeal against the TDLC ruling. On October 6 and 7, 2025, the hearing before the Supreme Court took place, and LATAM participated in the oral arguments. The case is currently under advisement, pending a final decision. As of the date of this annual report on Form 20-F, the amount is undetermined.

Legal proceedings involving LATAM Airlines Peru

On January 26, 2023, LATAM Airlines Peru filed an appeal against the determination and fine resolutions issued by SUNAT for indirect disposal of income during the fiscal year 2015, for an aggregate amount of ThUS\$185,987. Through Resolution of the National Taxpayer Intendency (*Intendencia de Principales Contribuyentes Nacionales*) N°. 4070340000928 dated December 19, 2023, SUNAT granted the appeal filed by the Company and, consequently, the previous resolutions were declared void. Subsequently, on September 4, 2024, through the notification of the Complementary Result of Requirement No. 0122220002363, SUNAT overturned the objection regarding the major maintenance expense of approximately ThUS\$63,000. However, it upheld the remaining objections. Consequently, on September 26, 2024, SUNAT issued new determination and fine resolutions

of ThUS\$122,953. On October 23, 2024, the Company submitted a claim against these resolutions. However, on December 31, 2024, through Resolution No. 4070140001797 issued by the National Taxpayer Intendency, SUNAT declared the claim filed by the Company to be unfounded. As a result, on January 22, 2025, LATAM Airlines Peru filed an appeal against this resolution, which is currently pending resolution before the Tax Court. On July 25, 2025, the Company was notified of Tax Court Resolution No. 06398-1-2025, which declared the nullity of the resolution that admitted the appeal, after determining that SUNAT had failed to submit the complete administrative file related to the audit and administrative claim proceedings. In compliance with the Tax Court's resolution, SUNAT resubmitted the complete administrative file through Official Letter No. 4194 on August 21, 2025. As of the date of this annual report on Form 20-F, the case is pending resolution before the Tax Court.

Legal proceedings involving LATAM Airlines Brazil

TAM Linhas Aéreas S.A. is party to one action filed by relatives of victims of an accident that occurred in October 1996 involving one of its Fokker 100 aircraft, in addition to 22 actions filed by residents of the region where the accident occurred, who claimed pain and suffering, and a class action related to this accident. All suits have now been concluded except one suit brought by the association of residents of a local street in respect of which TAM has been found liable by the second instance court of São Paulo for damages to be assessed, subject to an appeal to the Superior Court. Most residents of the relevant street appear to have already been compensated through individual claims, which have been satisfied and thus should not be entitled to further compensation. No steps have been taken by any residents to try to obtain further compensation through the decision in favor of the residents' association. Any further damages resulting from the aforementioned legal claim are covered by the civil liability guarantee provided for in TAM's insurance policy with Itaú Unibanco Seguros S.A. (now Chubb Seguros).

In relation to the July 17, 2007 accident of Airbus A320 aircraft (PR-MBK) of TAM Linhas Aéreas S.A. (TAM), over the last 18 years together with insurers/reinsurers reached settlements directly with the victims' families, third parties and ex-employees. Hence, all direct claims and suits by victims' families, third parties and ex-employees against TAM have now been concluded. The administrative action regarding the extent of the primary insurance coverage payable regarding victims on board the aircraft remains on appeal by TAM and the other defendants to the Superior Court in Brasília. No steps have been taken by any party to attempt preliminary execution of the second instance court decision and there should be sufficient grounds to defend any such action based on the releases signed by all claimants upon receiving final compensation. The insurance coverage with Itaú Unibanco Seguros S.A. (now Chubb Seguros) adequately covers all liabilities arising out of the accident, and therefore LATAM Airlines Brazil does not expect to incur in any additional expenses.

Lawsuits against the companies Voepass and LATAM Airlines Brasil for alleged liability in civil proceedings, filed by the families of the victims of the Flight 2283 plane crash. Claims were also filed against the Brazilian ANAC, the Brazilian civil aviation regulatory agency, and ATR (Avions de Transport Régional, an aircraft manufacturer). In the majority of the cases there has already been a determined value and a court approved settlement. A limited cases have a determined amount but are pending settlement approval by the Court. Currently, there are no more cases with an undetermined amount that are pending out-of-court settlement. All cases are covered by insurers and we expect such proceedings to be closed.

Tax related proceedings

In July, 2011, the Brazilian National Institute of Social Security ("INSS") issued a tax assessment notice requesting LATAM to pay certain charging amounts as a result of TAM Linhas Aereas' lack of payment of the Airline Workers Fund, a tax charged monthly at the rate of 2.5% of an airline's total payroll, between 2004 and 2012. TAM Linhas Aereas and other plaintiffs filed an ordinary claim with a request for injunctive relief against the INSS decision. The company made cash deposits (as of December 31, 2012 the deposit amount is ThUS\$104,649 (R\$574,527,021.43) to the Court of total amounts required to guarantee the debts allegedly owed. The administrative proceedings have been suspended until the conclusion of the judicial claim, which is still pending an appeal filed by the Company against an unfavorable first instance decision. The approximate adjusted value of amounts potentially due in such proceeding as of December 31, 2012 was ThUS\$43,300.

Since 1993, TAM Linhas Aereas S.A. is a plaintiff in a judicial claim against the Brazilian government seeking indemnity for damages arising out of the termination of an air transportation concession agreement that resulted in the freezing of TAM's prices from 1988 to September 1993 in order to maintain operations with the prices set by the Brazilian government during that period. The process is currently being heard before the Federal Regional

Court and judgment is pending an appeal by TAM. The amount of potential recovery is indeterminate as of the date of this annual report on Form 20-F. The original amount is estimated at ThUS\$44,100 (R\$246,086,745.00). This sum is subject to delinquent interest since September 1993 and inflation adjustment since November 1994. Based on the opinion of TAM's legal advisors, and recent rulings issued by the Brazilian Supreme Court of Justice in favor of airlines in similar cases (specifically, actions filed by Transbrasil and Varig), we believe that TAM's likelihood of success is high, even if the court of second instance issued decision denying the claim. The process is currently being heard before the Federal Regional Court awaiting the processing of TAM's appeal to STJ and STF.

TAM Linhas Aereas S.A. filed an ordinary claim, with a request for early judgment, to discuss the legality of charging the *Adicional das Tarifas Aeroportuárias* ("Additional Airport Tariffs," or "ATAERO"), which are charged at a rate of 50% on the value of tariffs and airport tariffs. A decision by the superior court is pending. The amount of potential recovery is indeterminate at this time. The company filed appeals (STJ and STF). The appeal to the superior court (STJ) was denied and the Company filed another appeal (called *Agravo Interno*).

(1) On October 29, 2018, the Brazilian Federal Revenue Service issued a tax assessment notice against TAM Linhas Aereas S.A. in the amount of ThUS\$126,588 (R\$694,970,560.18), due to alleged irregularities of the Company on social security contribution related to work accidents ("GILRAT," former "SAT") from November 2013 until December 2017. TAM Linhas Aereas S.A. presented its defense, which was denied on February 7, 2019 and TAM Linhas Areas has filed an appeal. The company filed an appeal on September 18, 2025, which was denied. The company filed a new appeal on January 19, 2025. (2) On December 30, 2022, the Brazilian Federal Revenue Service issued a tax assessment notice against TAM Linhas Aereas S.A. in the amount of ThUS\$19,575 (R\$ 107,471,369.08), due to alleged irregularities of the

Company on social security contribution related to GILRAT between January and December, 2018. The administrative defense filed by TAM Linhas Aereas S.A. was denied and, thus, the Company filed an appeal. On December 4, 2024, one of the judges requested to review the case. As of the date of this annual report on Form 20-F, the Company is awaiting a new trial.

(2) On December 12, 2019, the Brazilian Federal Revenue Service Brazilian issued a tax assessment on the amount of ThUS\$43,821 (R\$240,577,402.02) related to certain tax credits on about “PIS COFINS” (Federal Social Contributions Levied on Gross Revenue) during 2014. The company filed its defense, which was denied in September 2020. In October 2024, a decision partially favorable to the company was issued. The Tax Authority filed an appeal. As of the date of this annual report on Form 20-F, a final decision is still pending.

(3) On February 7, 2024, the Brazilian Federal Revenue Service issued a tax assessment against TAM Linhas Aéreas on the amount of ThUS\$55,042 (R\$302,180,990.09) related to certain tax credits on about “PIS COFINS” (Federal Social Contributions Levied on Gross Revenue) during the period of 2019/2020. The administrative defense presented by the company was partially accepted on September 11, 2024. As of the date of this annual report on Form 20-F, a final decision on the Company's appeal is still pending.

On March 28, 2007, TAM Linhas Aereas S.A. filed a lawsuit (writ of mandamus) seeking to review the incidence of the Social Security Contribution taxed on 1/3 of vacations, maternity payments and medical leave for accident and vacation involving amounts of ThUS\$72,027 (R\$395,430,405.25). On February 2, 2008 the court rendered a decision against the company, so it filed an appeal. The Appellate Court issued a decision partially in favor of the company. An extraordinary remedial measure was filed, requesting to stay the effects of the decision until the Court's decision was issued. The matter was partially decided in the Supreme Court's decision of June 2024 (STF) on the “leading case” of another company. After analyzing the decision by the Federal Supreme Court, LATAM Airlines Brazil confirmed that payments are owed for one-third of the vacation time from September 2020 to May 2024. The company made cash deposits on July 11, 2024 in the amount of ThUS\$5,465 (R\$33,774,052.14). The company is reviewing the amounts that could be recovered as a result of the Supreme Court's decision (maternity payments, medical leave for accident and vacation).

On February 7, 2024, the Brazilian Federal Revenue Service issued a tax assessment against TAM Linhas Aéreas on the amount of ThUS\$25,672 (R\$140.939.832,38) which requires the Corporate Income Tax (IRPJ) and the Social Contribution on Net Profit (CSL related to the amortization of goodwill that TLA (Tam Linhas Aéreas) made in 2019/2020 with the incorporation of Multiplus. After an unfavorable ruling in the first instance, the Company filed an administrative appeal on September 18, 2025. As of the date of this annual report on Form 20-F, a final decision on the company's appeal is still pending.

For additional relevant legal proceedings relating to the ordinary course of the business, see Note 30 (Contingencies) in our audited consolidated financial statements.

Dividend Policy

In accordance with the Chilean Corporate Law, LATAM must distribute cash dividends equal to at least 30% of its annual consolidated net profits calculated in accordance with IFRS Accounting Standards, provided no financial losses are carried over and subject to limited exceptions. If there is no net income in a given year, LATAM can elect but is not legally obligated to distribute dividends out of retained earnings. The board of directors may declare interim dividends out of profits earned during such interim period to the extent the economic situation of the Company allows for such distribution. Pursuant to Chilean law, the annual cash dividend is approved by the shareholders at the annual ordinary shareholders' meeting held during the first four months of the following year during which the dividend is proposed. All outstanding common shares are entitled to share equally in all dividends declared by LATAM, except for the shares that have not been fully paid by the shareholder after being subscribed.

We declare cash dividends in U.S. dollars, but make dividend payments in Chilean pesos, converted from U.S. dollars at the observed exchange rate five business days prior to the day we first make payment to shareholders. Holders of ADSs will be entitled to receive dividends on the underlying common shares to the same extent as holders of common shares. Holders of ADRs on the applicable record dates will be entitled to receive dividends paid on the common shares represented by the ADSs evidenced by such ADRs. Dividends payable to holders of ADSs will be paid by us to the depositary in Chilean pesos and remitted by the depositary to such holders net of foreign currency conversion fees and expenses of the depositary and will be subject to Chilean withholding tax currently imposed at a rate of 35% (subject to

credits in certain cases as described under “Item 10. Additional Information—E. Taxation-Cash”). The amount of U.S. dollars distributed to holders of ADSs may be adversely affected by a devaluation of the Chilean currency that may occur before such dividends are converted and remitted. Owners of the ADSs will not be charged any dividend remittance fee by the depositary with respect to cash dividends.

Chilean law requires that holders of shares of Chilean companies that are not residents of Chile register as foreign investors under one of the foreign investment regimes established by Chilean law in order to have dividends, sale proceeds or other amounts with respect to their shares remitted outside Chile through the Formal Exchange Market (*Mercado Cambiario Formal*).

The table below sets forth the cash dividends per common share and per ADS paid by LATAM, as well as the number of common shares entitled to such dividends, for the years indicated. Dividends per common share amounts reflect common share amounts outstanding immediately prior to the distribution of such dividend.

Dividend for year:	Payment Date(s)	Total dividend payment (in millions of U.S. dollars)	Number of common shares entitled to dividend	Cash dividend	
			(in millions)	per common share (U.S. dollars)	Cash dividend per ADS (U.S. dollars)
2022	n.a.	\$ 0.0	604,437.88	\$ 0.0	\$ 0.0
2023	05/16/2024	\$ 174.5	604,437.88	\$ 0.00029	\$ 0.00029
2024	04/22/2025	\$ 293.1	604,437.88	\$ 0.00048	\$ 0.96980
2025 ⁽¹⁾	12/23/2025	\$ 400.0	574,215.98	\$ 0.00070	\$ 1.39320

(1) The 2025 dividend corresponds to an interim dividend declared and charged against the profits of the 2025 fiscal year.

B. Significant Changes

Except as otherwise disclosed in our audited consolidated financial statements and in this annual report on Form 20-F, there have been no significant changes in our business, financial conditions or results of operations since December 31, 2025.

ITEM 9 THE OFFER AND LISTING

A. Offer and Listing Details

The principal trading market for our common shares is the Santiago Stock Exchange (“SSE”). The common shares have been listed on the SSE under the symbol “LAN” since 1989. In July 2024, the Company’s ADSs were relisted on the NYSE, following its delisting in June 2020 after entering into the Chapter 11 Restructuring. The relisting occurred following a new registration statement filed on Form F-3 for the proposed resale of its common shares in the form of ADSs and the pricing of a public secondary offering by certain of the LATAM’s shareholders to sell 19,000,000 ADSs at a price of US\$24.00 per ADS (the “re-IPO”). On August 28, 2024, 1,773,026 additional ADSs were sold by LATAM’s shareholders pursuant to the underwriters’ overallotment option. We did not receive any proceeds from the sale of ADSs by the selling shareholders. Our ADSs trade on the NYSE under the ticker symbol “LTM,” each representing the right to receive 2,000 common shares, and our ADR program, with JP Morgan Chase Bank, N.A. as depositary, was approved for relisting and registration on the NYSE as of July 24, 2024.

Furthermore, on September 23, 2024, we became aware that the Colombian Stock Exchange (“BVC”), directly and without the participation of LATAM, registered the stock of LATAM Airlines Group S.A. (BCS: LTM) in the foreign securities quotation system called MGC Colombian Global Market, in accordance with the authorization granted by Resolution No. 1,408 of 2024 issued by the Financial Superintendence of Colombia. Although Colombian investors are be able to invest in these shares through the MGC Colombian Global Market since September 23, 2024, the registration of the shares in the MGC Colombian Global Market does not imply that LATAM Airlines Group S.A. acquires the status of a

securities issuer in the Colombian securities market and, therefore, does not generate any obligations for LATAM, especially legal or financial obligations.

In 2025, certain of our shareholders sold an additional: (i) 10,000,000 ADSs on June 18, 2025 (at a price of US\$37.00 per ADS); (ii) 18,000,000 ADSs on August 18, 2025 (at a price of US\$42.60 per ADS); (iii) 7,000,000 ADSs on September 10, 2025 (at a price of US\$47.60 per ADS); and (iv) 15,503,784 ADSs on September 26, 2025 (at a price of US\$43.60 per ADS). We did not receive any proceeds from the sale of ADSs by the selling shareholders. On February 11, 2026 certain of our shareholders sold 12,000,000 ADSs at a price of US\$61.90 per ADS.

As of September 2, 2025, the Company's Board of Directors convened an Extraordinary Shareholders' Meeting for October 17, 2025, for the purpose of submitting to a shareholders' vote the early cancellation of 30,221,893,878 treasury shares acquired by the Company under the share repurchase programs approved at the Extraordinary Shareholders' Meetings held on March 17, 2025 and June 26, 2025, as well as to approve the corresponding decrease in the Company's share capital. At such Extraordinary Shareholders' Meeting, the early cancellation of the aforementioned 30,221,893,878 treasury shares, representing subscribed and paid-in capital of US\$585,424,212, was approved, thereby reducing the Company's share capital in such amount. Accordingly, the Company's share capital was reduced from US\$5,003,576,326.78, divided into 604,441,789,335 common shares without nominal value, to US\$4,418,152,114.78, divided into 574,219,895,457 common shares without nominal value.

As of December 31, 2025, the Company's statutory capital is US\$4,418,152,114.78, divided into 574,219,895,457 shares of a single series without par value. Of this amount, US\$4,418,109,716.78, represented by 574,215,983,709 shares, is fully subscribed and paid; and the remaining balance of US\$42,398, represented by 3,911,748 shares, is reserved exclusively to satisfy the conversion of 42,398 Series H Convertible Bonds issued in connection with the Company's emergence from the Chapter 11 reorganization process.

B. Plan of Distribution

Not applicable.

C. Markets

Trading

Chile

The Chilean stock market, which is regulated by the Chilean Financial Market Commission (Comisión para el Mercado Financiero, or "CMF") under Law No.18,045 of October 22, 1981, as amended, which we refer to as the

“Securities Market Act,” is one of the most developed among emerging markets, reflecting the particular economic history and development of Chile. The Chilean government’s policy of privatizing state-owned companies, implemented during the 1980s, led to an expansion of private ownership of shares, resulting in an increase in the importance of stock markets. Privatization extended to the social security system, which was converted into a privately managed pension fund system. These pension funds have been allowed, subject to certain limitations, to invest in stocks and are currently major investors in the stock market. Some market participants, including pension fund administrators, are highly regulated with respect to investment and remuneration criteria, but the general market is less regulated than the U.S. market with respect to disclosure requirements and information usage.

Equities, closed-end funds, fixed-income securities, short-term and money market securities, gold and U.S. dollars are traded on the SSE. In 1991, the SSE initiated a futures market with two instruments: U.S. dollar futures and Selective Shares Price Index, or IPSA, futures. Securities are traded primarily through an open voice auction system; a firm offers system or daily auctions. Trading through the open voice system occurs on each business day from 9:30 a.m. to 4:00 p.m. The SSE has an electronic system of trade, called *Telepregón HT*, which operates continuously for stocks trading in high volumes from 9:30 a.m. to 4:00 p.m. The Chilean Electronic Stock Exchange operates continuously from 9:30 a.m. to 4:00 p.m. each business day. In February 2000, the SSE Off-Shore Market began operations. In the Off-Shore Market, publicly offered foreign securities are traded and quoted in U.S. dollars.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10 ADDITIONAL INFORMATION

This Item reflects legal amendments affected by Chilean Law No. 20,382 on Corporate Governance, which was enacted on October 13, 2009, and came into effect on October 20, 2009, and Chilean Law No. 20,552, which modernized and encouraged competition in the financial system, which was enacted on November 6, 2011 and came into effect on December 17, 2011.

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

Set forth below is information concerning our share capital and a brief summary of certain significant provisions of our bylaws and Chilean law. This description contains all material information concerning the common shares but does not purport to be complete and is qualified in its entirety by reference to our bylaws, the Chilean Corporate Law and the Securities Market Law, each referred to below. For additional information regarding the common shares, reference is made to our bylaws, a copy of which is included as Exhibit 1.1 to this annual report on Form 20-F.

Organization and Register

LATAM Airlines Group is a publicly-held stock corporation (*Sociedad Anónima Abierta*) incorporated under the laws of Chile. LATAM Airlines Group was incorporated by a public deed dated December 30, 1983, an abstract of which was published in the Chilean Official Gazette (*Diario Oficial de la República de Chile*) No. 31,759 on December 31, 1983, and registered on page 20,341, No. 11,248 of the Santiago, Chile, Commerce Registry (*Registro de Comercio de Santiago, Chile*) for the year 1983. Our corporate purpose, as stated in our bylaws, is to provide a broad range of transportation and related services, as more fully set forth in Article Four thereof.

General

Shareholders' rights in a Chilean corporation are generally governed by the company's bylaws and the Chilean Corporate Law. Article 22 of the Chilean Corporation Act states that the purchaser of shares of a corporation implicitly accepts its bylaws and any prior agreements adopted at shareholders' meetings. Additionally, the Chilean Corporate Law regulates the government and operation of corporations ("*sociedades anónimas*," or S.A.) and

provides for certain shareholder rights. Article 137 of the Chilean Corporation Act provides that the provisions of the Chilean Corporation Act take precedence over any contrary provision in a corporation's bylaws. The Chilean Corporate Law and our bylaws also provide that all disputes arising among shareholders in their capacity as such or between us or our administrators and the shareholders may either be submitted to arbitration in Chile or to the courts of Chile at the election of the plaintiff initiating the action. Despite the foregoing, it is forbidden for certain individuals (directors, senior managers, administrators and main executives of the corporation, and any shareholder that directly or indirectly holds shares whose book or market value exceed 5,000 UF at the moment of filing of the action) from submitting such action before the ordinary courts, thus obligating them to proceed with arbitration in all situations. Finally, Decree-Law No. 3,500 on Pension Fund Administrators, which allows pension funds to invest in the stock of qualified corporations, indirectly affects corporate governance and prescribes certain rights of shareholders. The Chilean Corporation Act sets forth the rules and requirements under which a corporation is deemed to be "publicly-held." Article 2 of the Chilean Corporation Act defines publicly-held corporations as corporations that register their shares with the *Registro de Valores* (Securities Registry) of the CMF. Article 2 also indicates that corporations must register their shares with the Securities Registry in the event that they have had more than 2,000 shareholders (or such higher number established by the CMF through a general rule, provided that such number does not compromise public faith, taking into account the type of shareholder, nature of the company or similar circumstances) registered in the shareholders registry for 12 consecutive months.

The framework of the Chilean securities market is regulated by the CMF under the Securities Market Act and the Chilean Corporate Law, which imposes certain disclosure requirements, restricts insider trading, prohibits price

manipulation and protects minority investors. In particular, the Securities Market Act establishes requirements for public offerings, stock exchanges and brokers and outlines disclosure requirements for corporations that issue publicly offered securities.

Ownership Restrictions

Under Articles 12 and 20 of the Securities Market Act and General Rule 269 issued by the CMF in 2009, certain information regarding transactions in shares of publicly-held corporations must be reported to the CMF and the Chilean stock exchanges on which the shares are listed. Since the ADRs are deemed to represent the shares underlying the ADSs, transactions in ADRs will be subject to those reporting requirements. Among other matters, the beneficial owners of ADSs that directly or indirectly hold 10% or more of the subscribed capital of LATAM Airlines Group, or that reach or exceed such percentage through an acquisition, are required to report to the CMF and the Chilean stock exchanges, the day following the event:

1. any acquisition or disposition of shares; and
2. any acquisition or disposition of contracts or securities, which price or performance depends on the price variation of the LATAM Airlines Group's shares.

These obligations are extended (i) to certain individuals (immediate family, next of kin and others) if the ADS holder is a natural person; (ii) to any entity controlled by the holder, if the ADS is a legal entity; and (iii) to groups, if a holder has any joint action agreement with other holders and the group reaches or exceeds the cited threshold.

In addition, majority shareholders must state in their report whether their purpose is to acquire control of the company or if they are making a financial investment.

Under Article 54 of the Securities Market Act and under CMF regulations, persons or entities that intend to acquire control, whether directly or indirectly, of a publicly-held corporation, must follow certain notice requirements, regardless of the acquisition vehicle or procedure or whether the acquisition will be made through direct subscriptions or private transactions. In the first place, the potential acquirer must send a written communication to the target corporation, any companies controlling or controlled by the target corporation, the CMF and the Chilean stock exchanges on which the target's securities are listed, stating, among other things, the person or entity purchasing or selling and the price and material conditions of any negotiations. Subsequently, the potential acquirer must also inform the public of its planned acquisition by means of a publication in two Chilean newspapers with national distribution and by uploading such notice to the acquirer's website, if available. Both requirements shall be met at least 10 business days prior to the date on which the acquisition transaction is to close, and in any event, as soon as negotiations regarding the change of control have been formalized or when confidential information or documents concerning the target are delivered to the potential acquirer. The notices must state, among other things, the person or entity purchasing or selling and the price and conditions of any negotiations.

In addition to the foregoing, Article 54A of the Securities Market Act requires that within two business days of the completion of the transactions pursuant to which a person has acquired control of a publicly traded company, a notice shall be published in the same newspapers in which the notice referred to above was published and notices shall be sent to the same persons mentioned in the preceding paragraphs.

Consequently, a beneficial owner of ADSs intending to acquire control of LATAM Airlines Group will be subject to the foregoing reporting requirements.

The provisions of the aforementioned articles do not apply whenever the acquisition is being made through a tender or exchange offer.

Title XXV of the Securities Market Act on tender offers and CMF regulations provide that certain transactions entailing the acquisition on control of a publicly-held corporation must be carried out through a tender offer. In addition, Article 199 bis of the Chilean Securities Market Act extends the obligation to make a tender offer for the remaining outstanding shares to any person, or group of persons with a joint action agreement, that, as a consequence of the acquisition of shares, becomes the owner of two-thirds or more of the issued shares with voting rights of a publicly-held corporation. Such tender offer must be effected within 30 days from the date of such acquisition.

Article 200 of the Securities Market Act prohibits any shareholder that has taken control of a publicly traded company from acquiring, for a period of 12 months from the date of the transaction that granted it control of the publicly

traded company, a number of shares equal to or higher than 3.0% of the outstanding issued shares of the target without making a tender offer at a price per share not lower than the price paid at the time of taking control. Should the acquisition from the other shareholders of the company be made on the floor of a stock exchange and on a pro rata basis, the controlling shareholder may purchase a higher percentage of shares, if so permitted by the regulations of the stock exchange.

Title XV of the Securities Market Act sets forth the basis for determining what constitutes a controlling power, a direct holding and a related party.

Capitalization

Under Chilean law, the shareholders of a corporation, acting at an extraordinary shareholders' meeting, have the power to authorize an increase in the corporation's share capital. When an investor subscribes issued shares, the shares are registered in that investor's name even without payment, and the investor is treated as a shareholder for all purposes except with regard to receipt of dividends and returns of capital, provided that the shareholders may, by amending the bylaws, also grant the right to receive dividends or distributions of capital despite not having paid for the subscribed shares. The investor becomes eligible to receive dividends once it has paid for the shares, or, if it has paid for only a portion of such shares, it is entitled to receive a corresponding pro rata portion of the dividends declared with respect to such shares, unless the company's bylaws provide otherwise. If an investor does not pay for shares for which it has subscribed on or prior to the date agreed upon for payment, the company is entitled under Chilean law to auction the shares on the appropriate stock exchange, and it has a cause of action against the investor to recover the difference between the subscription price and the price received for the sale of those shares at auction. However, until such shares are sold at auction, the investor continues to exercise all the rights of a shareholder (except the right to receive dividends and returns of capital, as noted above). Regarding shares issued but not paid for within the period determined by the extraordinary shareholders' meeting for their payment (which period cannot exceed three years from the date of such shareholders' meeting), until January 1, 2010 they were cancelled and no longer available for subscription and payment. As of January 1, 2010, the board of directors of LATAM Airlines Group has a legal obligation to initiate the necessary legal actions to collect the unpaid amounts, unless the shareholders' meeting which authorized the capital increase allowed the board to abstain from taking such action by a vote of two thirds of the issued shares, in which case the former rule still applies. Once the foregoing legal actions are exhausted, the board of directors shall propose to the shareholders' meeting the appropriate capital adjustment measures, to be decided by simple majority. Fully paid shares are not subject to further calls or assessments or to liabilities of LATAM Airlines Group.

As of December 31, 2025, the Company's statutory capital is represented by 574,219,895,457 ordinary shares without nominal value. As of the same date, LATAM had a total of 574,215,983,709 shares subscribed and paid; and the balance, corresponding to 3,911,748 shares underlying convertible bonds issued (still unconverted as of

such date) as part of LATAM's capital increase approved in July 5, 2022, which remain pending subscription and payment as of the date of this annual report on Form 20-F.

Chilean law recognizes the right of corporations to issue shares of common and preferred stock. To date, we have issued and are authorized by our shareholders to issue only shares of common stock. Each share of common stock is entitled to one vote.

Treasury Stock

On October 17, 2025, at our extraordinary shareholders' meeting, our shareholders approved (i) the cancellation of 30,221,893,878 common shares of the Company, acquired under the March Program and the June Program, which represent an amount of subscribed and paid capital of US\$585,424,212 and (ii) the resulting reduction of our share capital by the same amount, from US\$5,003,576,326.78, divided into 604,441,789,335 common shares without nominal value, to US\$4,418,152,114.78, divided into 574,219,895,457 common shares without nominal value. Of such amount, the sum of US\$4,418,109,716.78, represented by 574,215,983,709 shares, is fully subscribed and paid and the remainder, amounting to US\$42,398.00, represented by 3,911,748 shares, is intended to be subscribed and paid solely and exclusively to satisfy the conversion of the convertible notes issued pursuant to the resolution of the extraordinary shareholders' meeting held on July 5, 2022, which remain pending conversion as of the date of this annual report on Form 20-F. For further information on our convertible notes, see Note 24(e) in our audited consolidated financial statements. For further information on our March Program and our June Program, see "Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers."

As of December 31, 2025, LATAM had no common shares in treasury.

Share Repurchase

The Chilean Corporations Act permit LATAM to purchase its own shares, subject to certain restrictions and approval by our shareholders' meeting. Our board of directors may only exercise this power on behalf of LATAM, subject to the Chilean Corporations Act, the determinations of our shareholders' meeting and to any applicable requirements imposed from time to time by the SEC, the SSE, the Chilean Electronic Exchange, the NYSE, or by any recognized stock exchange on which our securities are listed. For more information. See "Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers."

Preemptive Rights and Increases in Share Capital

Chilean Corporate Law requires Chilean corporations to offer existing shareholders the right to subscribe a sufficient number of shares to maintain their existing percentage of ownership in a company whenever that corporation issues new shares for cash, except for up to 10% of the subscribed shares arising from the capital increase which may be designated to employee compensation pursuant to article 24 of the Chilean Corporation Act. Under this requirement, any preemptive rights will be offered by us to the depositary as the registered owner of the common shares underlying the ADSs, but holders of ADSs and shareholders located in the United States will not be allowed to exercise preemptive rights with respect to new issuances of shares by us unless a registration statement under the Securities Market Act is effective with respect to those common shares or an exemption from the registration requirements thereunder is available.

On September 13, 2022, we commenced preemptive rights offerings in Chile for New Convertible Notes and ERO New Common Stock (each as defined in the Plan), which offerings concluded on October 12, 2022. In the case of potential subsequent preemptive rights, we intend to evaluate the costs and potential liabilities associated with the preparation and filing of a registration statement with the SEC, as well as the indirect benefits of enabling the exercise by the holders of ADSs and shareholders located in the United States of preemptive rights.

When preemptive rights are not made available to ADS holders, the depositary may sell those holders' preemptive rights and distribute the proceeds thereof if a secondary market for such rights exists and a premium can be recognized over the cost of such sale. In the event that the depositary does not sell such rights at a premium over the cost of any such sale, all or certain holders of ADRs may receive no value for the preemptive rights. Amounts received in exchange for the sale or assignment of preemptive rights relating to shares of our common stock will be taxable in Chile and in the United States. See "—E. Taxation—**Material Chilean Income Tax Considerations—Capital Gains.**" If the rights cannot be sold, they will expire and a holder of our ADSs will not realize any value from the grant of the preemptive rights. In either case, the equity interest of a holder of our ADSs in us will be diluted proportionately. Thus, the inability of holders of ADSs to exercise preemptive rights in respect of common shares underlying their ADSs could result in a change in their percentage ownership of common shares following a preemptive rights offering.

Under Chilean law, preemptive rights are freely exercisable, transferable or waived by shareholders during a 30-day period commencing upon publication of the official notice announcing the start of the preemptive rights period in the newspaper designated by the shareholders' meeting. The preemptive right of the shareholders is the pro rata amount of the shares registered in their name in the shareholders' registry of LATAM Airlines Group as of the fifth business day prior to the date of publication of the notice announcing the start of the preemptive rights period. During such 30-day period (except for shares as to which preemptive rights have been waived), Chilean companies are not permitted to offer any newly issued common shares for sale to third parties. For that 30-day period and an additional 30-day period, Chilean publicly-held corporations are not permitted to offer any unsubscribed common shares for sale to third parties on terms that are more favorable to the purchaser than those offered to shareholders. At the end of such additional 30-day period, Chilean publicly-held corporations are authorized to sell non-subscribed shares to third parties on any terms, provided they are sold on a Chilean stock exchange.

Directors

Our bylaws provide for a board of nine directors. Compensation to be paid to directors must be approved by vote at the annual shareholders' meeting. We hold elections for all positions on the board of directors every two years. Under our bylaws, directors are elected by cumulative voting. Each shareholder has one vote per share and may cast all of his/her votes in favor of one nominee or may apportion his/her votes among any number of nominees. These voting provisions currently ensure that a shareholder owning more than 10% of our outstanding shares is able to elect at least one representative to our board of directors.

Under the Chilean Corporate Law, transactions of a publicly-held corporation with a "related" party must be conducted on an arm's-length basis and must satisfy certain approval and disclosure requirements which are different from

the ones that apply to a privately held company. The conditions apply to the publicly-held corporation and to all of its subsidiaries.

These transactions include any negotiation, act, contract or operation in which the publicly-held corporation intervenes together with either (i) parties which are legally deemed related pursuant to article 100 of the Chilean Securities Market Act, (ii) a director, senior manager, administrator, main executive or liquidator of the company, either on their own behalf or on behalf of a third party, including those individuals' spouses or close relatives, (iii) companies in which the foregoing individuals own at least 10% (directly or indirectly), or in which they serve as directors, senior managers, administrators or main executives, (iv) parties indicated as such in the publicly-traded company's bylaws, or identified by the board of directors' committee or (v) those who have served as directors, senior managers, administrators, main executives or liquidators of the counterparty in the last 18 months and are now serving in one of those positions at the publicly-traded company.

Pursuant to Article 147 of Chapter XVI of the Chilean Corporation Act, a publicly-held corporation shall only be entitled to enter into a related-party transaction when it is in the interest of the company, the price, terms and conditions are similar to those prevailing in the market at the time of its approval and the transaction complies with the requirements and procedures stated below:

1. The directors, managers, administrators, principal executive officers or liquidators that have an interest or that take part in negotiations conducive to the execution of an arrangement with a related party of the open stock corporation, shall report it immediately to the board of directors or whomever the board designates. Those who breach this obligation will be jointly liable for damages caused to the company and its shareholders.

2. Prior to the company's consent to a related party transaction, it must be approved by the absolute majority of the members of the board of directors, with exclusion of the interested directors or liquidators, who nevertheless shall make public his/her/their opinion with respect to the transaction if it is so requested by the board of directors, which opinion shall be set forth in the minutes of the meeting. Likewise, the grounds of the decision and the reasons for excluding such directors from its adoption must also be recorded in the minutes.

3. The resolutions of the board of directors approving a related party transaction shall be reported at the next following shareholders' meeting, including a reference to the directors who approved such transaction. A reference to the transaction is to be included in the notice of the respective shareholders' meeting.

4. In the event that an absolute majority of the members of the board of directors should abstain from voting, the related-party transaction shall only be executed if it is approved by the unanimous vote of the members of the board of directors not involved in such transaction, or if it is approved in a shareholders' extraordinary meeting by two-thirds of the voting shares of the company.

5. If a shareholders' extraordinary meeting is called to approve the transaction, the board of directors shall appoint at least one independent advisor who shall report to the shareholders the terms of the transaction, its effects

and the potential impact for the company. In the report, the independent advisor shall include all the matters or issues the directors committee may have expressly requested to be evaluated. The directors committee of the company or, in the absence of such committee, directors not involved in the transaction, shall be entitled to appoint an additional independent advisor, in the event they disagree with the appointment made by the board. The reports of the independent advisors shall be made available to the shareholders by the board on the business day immediately following their receipt by the company, at the company's business offices and on its internet site, for a period of at least 15 business days from the date the last report was received from the independent advisor, and such arrangement shall be communicated to the shareholders by means of a "Relevant Fact" (Communication sent to the CMF and the stock exchanges in Chile). The directors shall express their view on whether the transaction is in the best interest of the corporation, within five business days from the date the last report was received from the independent advisors.

6. When the directors of the company must express their view on a related party transaction, they must expressly state the relationship with the transaction counterparty or the interest involved. They shall also express their opinion on whether the transaction is in the best interest of the corporation, their objection or objections that the directors committee may have expressed, as well as the conclusions of the reports of the advisors. The opinions of the directors shall be made available to the shareholders the day after they were received by the company, at the business offices of the company as well as on its internet site, and such arrangement shall be reported by the company as a "Relevant Fact."

7. Notwithstanding the applicable sanctions, any infringement of the above provisions will not affect the validity of the transaction, but will grant the company or the shareholders the right to sue the related party involved in the

transaction for reimbursement to the company of a sum equivalent to the benefits that the operation reported to the counterpart involved in the transaction, as well as indemnity for damages incurred. In this case, the defendant bears the burden of proof that the transaction complies with the requirements and procedures referred to above.

Notwithstanding the above, the following related party transactions may be executed, pursuant to letters a), b) and c) of Article 147 of the Chilean Corporation Act, without complying with the requirements and procedures stated above, with prior authorization by the board:

1. Transactions that do not involve a “material amount.” For this purpose, any transaction that is both greater than UF2,000 (as of December, 31, 2025, approximately Ch\$79.5 million) and in excess of 1% of the corporation’s equity, or involving an amount in excess of UF 20,000 (as of December 31, 2025, approximately Ch\$794.6 million) shall be deemed to involve a material amount. All transactions executed within a 12-month period that are similar or complementary to each other, with identical parties, including related parties, or objects, shall be deemed to be a single transaction.

2. Transactions that pursuant to the company’s policy of usual related party transactions as determined by its board of directors, are in the ordinary course of business of the company. Any agreement or resolution establishing or amending such policy shall have the approval of the board of directors’ committee and shall be communicated as a “Relevant Fact” and made available to shareholders at the company’s business offices and on its internet site, and the transaction shall be reported as a “Relevant Fact,” if applicable. Such policy shall not authorize the subscription of acts or contracts that compromise more than 10% of the assets of the company.

3. Transactions between legal entities in which the company possesses, directly or indirectly, at least 95% of the equity of the counterpart.

The policy of usual related party transactions adopted by the Board of Directors in the meeting held on December 29, 2009, was amended by the board of directors in the meeting held on August 8, 2024, pursuant to said letter b) of Article 147 of the Chilean Corporation Act. That determination and amendment were publicly disclosed on the same day of approval. The current policy as amended is currently available on LATAM Airlines Group’s website under the “Corporate Governance” section.

Likewise, during the meeting held by the Board of Directors on August 8, 2024, also granted the generic approval for those related-party transactions referred to in preceding numbers one (non-material amounts) and three (95% or more of the equity of the counterpart), pursuant to said letters a) and c) of Article 147 of the Chilean Corporation Act.

Shareholders’ Meetings and Voting Rights

Chilean Corporate Law requires that an ordinary annual meeting of shareholders be held within the first four months of each year after being called by the board of directors (generally they are held in April, but in any case

following the preparation of our financial statements, including the report of our auditors, for the previous fiscal year). The shareholders at the ordinary annual meeting approve the annual financial statements, including the report of our auditors, the annual report, the dividend policy and the final dividend on the prior year's profits, elect the board of directors (when applicable) and approve any other matter that does not require an extraordinary shareholders' meeting. The most recent extraordinary meeting of our shareholders was held on October 17, 2025, and the most recent ordinary annual meeting of our shareholders was held on March 24, 2025.

Extraordinary shareholders' meetings may be called by the board of directors, if deemed appropriate, and ordinary or extraordinary shareholders' meetings must be called by the board of directors when requested by shareholders representing at least 10.0% of the issued voting shares or by the CMF. In addition, as from January 1, 2010 there are two new rules in this regard: (i) the CMF may directly call for an extraordinary shareholders' meeting in case of a publicly-traded company, and (ii) any kind of shareholders' meeting may be self-convened and take place if all voting shares attend, regardless of the fulfillment of the notice and other type of procedural requirements.

Notice to convene the ordinary annual meeting or an extraordinary meeting is given by means of three notices which must be published in a newspaper of our corporate domicile (currently Santiago, Chile) designated by the shareholders at their annual meeting and, if the shareholders fail to make such designation, the notice must be published in the Chilean Official Gazette pursuant to legal requirements. The first notice must be published no less than 10 days and no more than 20 days in advance of the scheduled meeting. Notice also must be sent to the CMF and the Chilean stock exchanges no less than 10 days in advance of the meeting. Currently, we publish our official notices in the newspaper *La Tercera* (available online at www.latercera.com).

The quorum for a shareholders' meeting is established by the presence, in person or by proxy, of shareholders representing a majority of our issued common shares. If that quorum is not reached, the meeting can be reconvened within 45 days, and at the second meeting the shareholders present are deemed to constitute a quorum regardless of the percentage of the common shares that they represent.

Only shareholders registered with us at midnight of the fifth business day prior to the date of a meeting are entitled to attend and vote their shares. A shareholder may appoint another individual (who need not be a shareholder) as his/her proxy to attend and vote on his/her behalf. The proxies must fulfill the requirements set forth by the Chilean Corporate Law and its regulatory norms. Every shareholder entitled to attend and vote at a shareholders' meeting has one vote for every share subscribed.

The following matters can only be considered at an extraordinary shareholders' meeting:

- our dissolution;
- a merger, transformation, division or other change in our corporate form or the amendment of our bylaws;
- the issuance of bonds or debentures convertible into shares;
- the conveyance of 50% or more of our assets (whether or not it includes our liabilities);
- the adoption or amendment of any business plan which contemplates the conveyance of assets in excess of the foregoing percentage;
- the conveyance of 50% or more of the assets of a subsidiary, if the latter represents at least 20% of our assets;
- the conveyance of shares of a subsidiary which entails the transfer of control;
- granting of a security interest or a personal guarantee in each case to secure the obligations of third parties, unless to secure or guarantee the obligations of a subsidiary, in which case only the approval of the board of directors will suffice; and
- other matters that require shareholder approval according to Chilean law or the bylaws.

The matters referred to in the first seven items listed above may only be approved at a meeting held before a notary public, who shall certify that the minutes are a true record of the events and resolutions of the meeting.

The bylaws establish that resolutions are passed at shareholders' meetings by the affirmative vote of an absolute majority of those voting shares present or represented at the meeting. However, pursuant to the second paragraph of article 67 of the Chilean Corporation Act, the vote of a two-thirds majority of the outstanding voting shares is required to approve any of the following actions:

- a change in our corporate form, division or merger with another entity;
- amendment to our term of existence, if any;
- our early dissolution;
- change in our corporate domicile;
- decrease of our capital stock;
- approval of contributions and the assessment thereof whenever consisting of assets other than money;
- any modification of the authority reserved for the shareholders' meetings or limitations on the powers of the board of directors;
- decrease in the number of members of the board of directors;
- the conveyance of 50% or more of our assets (whether or not it includes our liabilities);

- the adoption or amendment of any business plan which contemplates the conveyance of assets in excess of the foregoing percentage;
- the conveyance of 50% or more of the assets of a subsidiary, if the latter represents at least 20% of our assets;
- the conveyance of shares of a subsidiary which entails the transfer of control;
- the form that dividends are paid in;
- granting a security interest or a personal guarantee in each case to secure obligations of third parties that exceeds 50% of our assets, unless to secure or guarantee the obligations of a subsidiary, in which case only approval of the board of directors will suffice;
- the acquisition of our own shares, when, and on the terms and conditions, permitted by law;
- all other matters provided for in the bylaws;
- the correction of any formal defect in our incorporation or any amendment to our bylaws that refers to any of the matters indicated in the first 16 items listed above;
- the institution of the right of the controlling shareholder who has purchased at least 95% of the shares to purchase shares of the outstanding minority shareholders pursuant to the procedure set forth in article 71 bis of the Chilean Corporation Act; and
- the approval or ratification of transactions with related parties, as per article 147 of the Chilean Corporation Act (described above).

Amendments to the bylaws that have the effect of establishing, modifying or eliminating any special rights pertaining to any series of shares require the consenting vote of holders of two-thirds of the shares of the affected series. As noted above, LATAM Airlines Group does not have a special series of shares.

On November 3, 2024, the restriction established in the third transitory article of LATAM's bylaws, which consisted of all items referred to in the second paragraph of article 67 of the Chilean Corporations Act requiring the affirmative vote of at least 73% of the outstanding voting shares, automatically ceased. Hence, the two-thirds majority contemplated in the second paragraph of said article 67 applied thereafter.

In general, Chilean law does not require a publicly-held corporation to provide the level and type of information that the U.S. securities laws require a reporting company to provide to its shareholders in connection with a solicitation of proxies. However, shareholders are entitled to examine the books of the company and its subsidiaries within the 15-day period before a scheduled meeting. No later than 10 days ahead of the scheduled shareholder's meeting, the board of directors of a publicly-held corporation is required to publish on its website

certain information, including that related to the matters to be discussed in such a meeting together with instructions to obtain copies of the relevant supporting documents. The board is also required to make available to the shareholders the annual report and the financial statements of the company, and to publish such information in the company's webpage at least 10 days in advance of the scheduled shareholders meeting. In addition to these requirements, we regularly have provided, and currently intend to continue to provide, together with the notice of shareholders' meeting, a proposal for the final annual dividend for shareholder approval. See "—Dividend and Liquidation Rights," below.

Chilean Corporate Law provides that, whenever shareholders representing 10% or more of the issued voting shares so request, a Chilean company's annual report must include such shareholders' comments and proposals in relation to the company's affairs, together with the comments and proposals set forth by the board of directors' committee. Similarly, Chilean Corporate Law provides that whenever the board of directors of a publicly-held corporation convenes an ordinary meeting of the shareholders and solicits proxies for that meeting, or distributes information supporting its decisions or other similar material, it is obligated to include as an annex to its annual report any pertinent comments and proposals that may have been made by shareholders owning 10% or more of the company's voting shares who have requested that such comments and proposals be included, together with the comments and proposals set forth by the board of directors' committee.

Dividend and Liquidation Rights

In accordance with Chilean Corporate Law, LATAM Airlines Group must distribute an annual cash dividend equal to at least 30% of its annual net profits calculated in accordance with IFRS Accounting Standards, unless otherwise decided by a unanimous vote of the holders of all issued shares, and unless and except to the extent it has accumulated losses. If there are no net profits in a given year, LATAM Airlines Group can elect but is not legally obligated to distribute dividends out of retained earnings. All outstanding common shares are entitled to share equally in all dividends declared by LATAM Airlines Group, except for the shares that have not been fully paid by the shareholder after being subscribed.

For all dividend distributions agreed by the board of directors in excess of the mandatory minimum of 30% noted in the preceding paragraph, LATAM Airlines Group may grant an option to its shareholders to receive those dividends in cash, or in shares issued by either LATAM Airlines Group or other public corporations. Shareholders who do not expressly elect to receive a dividend other than in cash are legally presumed to have decided to receive the dividend in cash. A U.S. holder of ADSs may, in the absence of an effective registration statement under the Securities Act or an available exemption from the registration requirement thereunder, effectively be required to receive a dividend in cash. See “—Preemptive Rights and Increases in Share Capital,” above.

Dividends that are declared but not paid within the appropriate time period set forth in the Chilean Corporate Law (as to minimum dividends, 30 days after declaration; as to additional dividends, the date set for payment thereof at the time of declaration, provided, however, payment of additional dividends shall take place within the fiscal year in which they are declared) are adjusted to reflect the change in the value of the UF. The UF is a daily indexed, Chilean peso-denominated accounting unit designed to discount the effect of Chilean inflation and it is based on the previous month’s inflation rate as officially determined. Such dividends also accrue interest at the then-prevailing rate for UF-denominated deposits during such period. The right to receive a dividend lapses if it is not claimed within five years from the date such dividend is payable. After that period, the amount not claimed is given to a non-profit organization, the National Corporation of Firefighters (*Cuerpos de Bomberos de Chile*).

In the event of LATAM Airlines Group’s liquidation, the holders of fully paid common shares would participate pro rata in the distribution of assets remaining after payment of all creditors. Holders of shares not fully paid will participate in such distribution in proportion to the amount paid.

Approval of Financial Statements

The board of directors is required to submit our consolidated financial statements to the shareholders for their approval at the annual ordinary shareholders’ meeting. If the shareholders reject the financial statements, the board of directors must submit new financial statements no later than 60 days from the date of that meeting. If the shareholders reject the new financial statements, the entire board of directors is deemed removed from office and a new board is to be elected at the same meeting. Directors who approved such financial statements are disqualified for re-election for the ensuing period.

Right of Dissenting Shareholders to Tender Their Shares

Chilean Corporate Law provides that, upon the adoption at an extraordinary meeting of shareholders of any of the resolutions or if any of the situations enumerated below takes place, dissenting shareholders acquire the right to withdraw and to compel the company to repurchase their shares, subject to the fulfillment of certain terms and conditions. However, such right shall be suspended if we are a debtor in a bankruptcy liquidation proceeding, or if we are subject to a reorganization agreement approved in accordance with the Chilean Insolvency Act, unless such agreement allows the right to withdraw, or unless it is terminated by the issuance of a liquidation resolution. In the case of holders of ADRs, however, in order to exercise such rights, holders of ADRs would be required to first withdraw the common shares represented by the ADRs pursuant to the terms of the deposit agreement. Such holders of ADRs would need to perfect the withdrawal of the common shares on or before the fifth business day prior to the date of the meeting.

“Dissenting shareholders” are defined as those who attend a shareholders’ meeting and vote against a resolution which results in the withdrawal right, or, if absent at such a meeting, those who state in writing to the company their opposition to such resolution within the following 30 days. Dissenting shareholders must perfect their withdrawal rights by tendering their stock to the company within 30 days after adoption of the resolution.

The price to be paid to a dissenting shareholder of a publicly-held corporation is its market value. In the case of corporations which shares are actively traded on a stock exchange (*acciones con presencia bursátil*) pursuant to a General Rule issued by the CMF, the weighted average of the sales prices for the shares as reported on the Chilean stock exchanges

on which the shares are quoted during the 60 stock-exchange-business-day period elapsed between the 30th and the 90th stock-exchange-business-days-preceding the shareholder resolution giving rise to the withdrawal right. If the shares of the corporation do not qualify as “actively traded” pursuant to the General Rules dictated by the CMF, the market price corresponds to the book value of the shares. Book value for this purpose equals paid capital plus reserves and profits, less losses, divided by the total number of subscribed and paid shares. For the purpose of making this calculation, the last balance sheet submitted to the CMF is used and adjusted to reflect inflation up to the date of the shareholders’ meeting that gave rise to the withdrawal right.

The resolutions and situations that result in a shareholder’s right to withdraw are the following:

- the transformation of the company;
- the merger of the company with or into another company;
- the conveyance of 50% or more of the assets of the company, whether or not such sale includes the company’s liabilities;
- the adoption or amendment of any business plan which contemplates the conveyance of assets in excess of the foregoing percentage;
- the conveyance of 50% or more of the assets of a subsidiary, if the latter represents at least 20% of our assets;
- the conveyance of shares of a subsidiary which entails the transfer of control, if the subsidiary represents at least 20% of our assets;
- the creation of preferential rights for a class of shares or an extension, amendment or reduction to those already existing, in which case the right to withdraw only accrues to the dissenting shareholders of the class or classes of shares adversely affected;
- the correction of any formal defect in the incorporation of the company or any amendment to the company’s bylaws that grants the right to withdraw;
- the granting of security interests or personal guarantees to secure or guarantee third parties’ obligations exceeding 50% of the company’s assets, except with regard to subsidiaries;
- if the CMF approves de-registering the shares of a publicly-held corporation in the Securities Registry of the CMF, as resolved by the extraordinary shareholders’ meeting;
- if the extraordinary shareholders’ meeting resolves to close a publicly-held corporation, in the event that the CMF had previously de-registered its shares in the Securities Registry of the CMF as a consequence of a sanctioning administrative process;

- if the controlling shareholder of a publicly-traded company reaches over 95% of the shares (in such case, the right must be exercised within 30 days of the date in which the threshold is reached, circumstance that must be communicated by means of a publication); and
- such other causes as may be established by the company's bylaws (no such additional resolutions currently are specified in our bylaws).

In addition, shareholders of publicly-held corporations have the right to withdraw if a person acquires two-thirds or more of the outstanding shares of such corporation with the right to vote (except as a result of other shareholders not having subscribed and paid a capital increase) and does not make a tender offer for the remaining shares within 30 days after acquisition.

Under article 69 bis of the Chilean Corporation Act, the right to withdraw also is granted to shareholders (other than pension funds that administer private pension plans under the national pension law), under certain terms and conditions, if a company were to become controlled by the Chilean government, directly or through any of its agencies, and if two independent rating agencies downgrade the rating of its stock from first class because of certain actions specified in Article 69 bis undertaken by the company or the Chilean government that affect negatively and substantially the earnings of the company. Shareholders must perfect their withdrawal rights by tendering their shares to the company within 30 days of the date of the publication of the new rating by two independent rating agencies. If the withdrawal right is exercised by a

shareholder invoking Article 69 bis, the price paid to the dissenting shareholder shall be the weighted average of the sales price for the shares as reported on the stock exchanges on which the company's shares are quoted for the six-month period preceding the publication of the new rating by two independent rating agencies. If, as previously described, the CMF determines that the shares are not actively traded on a stock exchange, the price shall be the book value calculated as described above.

There is no legal precedent as to whether a shareholder that has voted both for and against a proposal (such as the depositary) may exercise withdrawal rights with respect to the shares voted against the proposal. As such, there is doubt as to whether holders of ADRs who have not surrendered their ADRs and withdrawn common shares on or before the fifth business day prior to the shareholder meeting will be able to exercise withdrawal rights either directly or through the depositary with respect to the shares represented by ADRs. Under the provisions of the deposit agreement the depositary will not exercise these withdrawal rights.

The circumstance indicated above regarding ownership in excess of 95% by the controlling shareholder creates not only a withdrawal right for the remaining minority shareholders, but as of January 1, 2010, it could also potentially create a "squeeze out" right by the controlling shareholder with respect to those same shareholders (granting a call option by means of which the controlling shareholder may buy-out the existing ownership participations) pursuant to the provisions of article 71 bis of the Corporation Act. However, the "squeeze out" right would apply to the extent expressly contemplated in the bylaws of the corporation, and only with respect to the shares acquired by a shareholder during the effectiveness of such provision in the bylaws of the corporation. LATAM's bylaws currently do not contemplate a "squeeze out".

Registration and Transfers

DCV Registros S.A. ("DCV"), a local depository corporation, acts as LATAM Airlines Group's registration agent. In the case of jointly owned common shares, an attorney-in-fact must be appointed to represent the joint owners in dealings with us.

C. Material Contracts

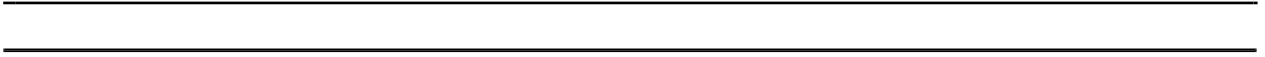
Table of Material Contracts for the Purchase of Aircraft

Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
Boeing 787-8/9 Fleet			
Purchase Agreement No. 3256 with the Boeing Company	October 29, 2007	➤ Boeing 787-8 aircraft (18).	US\$ 3,200,000,000
		➤ Boeing 787-9 aircraft (eight).	
		➤ Option of purchasing 15 additional aircraft to be delivered in 2017 and 2018.	
Supplemental Agreement No. 1 to the Purchase Agreement No. 3256	March 22, 2010	➤ Advance scheduled delivery date of 10 Boeing 787-8 aircraft and substitute four Boeing 787-9 aircraft into four Boeing 787-8 aircraft.	
Supplemental Agreement No. 3 to the Purchase Agreement No. 3256	August 24, 2012	➤ Replace two Boeing 787-8 aircraft with two Boeing 787-8 aircraft with a later delivery.	
Delay Settlement Agreement to the Purchase Agreement No. 3256	September 16, 2013	➤ Agreed to update delivery dates, settle consequences of delays and convert several future deliveries of B787-8 aircraft to B787-9 aircraft. This agreement was amended on April 22, 2015 to update delivery dates of certain aircraft.	

Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
Supplemental Agreement No. 4 to the Purchase Agreement No. 3256	April 22, 2015	➤ Reschedule the delivery dates of four Boeing 787-8 aircraft and replace four Boeing 787-8 aircraft with four Boeing 787-9 aircraft.	
Supplemental Agreement No. 6 to the Purchase Agreement No. 3256	May 27, 2016	➤ Convert four Model 787-8 Aircraft to four Model 787-9 Aircraft, and Defer of two Model 787-9 Aircraft from 1Q 2018 and 2Q 2018 to 3Q 2018 and 4Q 2018 respectively.	
Supplemental Agreement No. 13 to the Purchase Agreement No. 3256	July 3, 2019	➤ To include certain letter agreements	
Supplemental Agreement No. 14 to the Purchase Agreement No. 3256	October 11, 2019	➤ Reschedule the delivery dates of four Boeing 787-8 aircraft	
Supplemental Agreement No. 15 to the Purchase Agreement No. 3256	October 11, 2019	➤ To incorporate Exhibit A1	
Supplemental Agreement No. 16 to the Purchase Agreement No. 3256	October 11, 2019	➤ Deferral of PDPs.	
Supplemental Agreement No. 17 to the Purchase Agreement No. 3256	February 17, 2020	➤ To include certain letter agreements.	
Supplemental Agreement No. 18 to the Purchase Agreement No. 3256	April 29, 2021	➤ Covering the cancellation of the delivery of four Boeing 787-9 aircraft.	
787 Settlement Agreement	June 17, 2022	➤ Agreed to update delivery dates and settle certain consequences.	
Supplemental Agreement No. 19 to the Purchase Agreement No. 3256	August 30, 2023	➤ Incremental order of five additional Boeing 787 Aircraft.	
Supplemental Agreement No. 20 to the Purchase Agreement No. 3256	August 13, 2024	➤ Incremental order of 10 additional Boeing 787 Aircraft.	
Aircraft Sale & Purchase Agreement pertaining to one Boeing 787-8 aircraft	June 24, 2025	➤ Aircraft Sale & Purchase Agreement pertaining to one Boeing 787-8 aircraft	

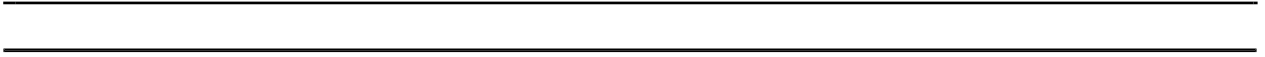
Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
Airbus A320-Family Fleet			
Second A320-Family Purchase Agreement with Airbus S.A.S.	March 20, 1998	➤ Airbus A320-Family Aircraft (five)	US\$ 230,000,000
Amendment No. 1 to the Second A320-Family Purchase Agreement	November 14, 2003	➤ Exercise three purchase rights for Airbus 319 aircraft, among other things.	
Amendment No. 2 to the Second A320-Family Purchase Agreement	October 4, 2005	➤ Acquire 25 additional Airbus 320 Family Aircraft and 15 purchase rights for Airbus A320-Family Aircraft.	
Amendment No. 3 to the Second A320-Family Purchase Agreement	March 6, 2007	➤ Exercise 15 purchase rights for 15 Airbus A320-Family Aircraft.	
		➤ According to clause 12.2 of the Second A320-Family Purchase Agreement, applicable to all subsequent amendments, in case of a failure, as defined in such agreement, a service life policy for a period of 12 years after delivery of any given aircraft shall apply.	
Amendment No. 5 to the Second A320-Family Purchase Agreement	December 23, 2009	➤ Airbus A320-Family Aircraft (30)	US\$ 2,000,000,000
Amendment No. 6 to the Second A320-Family Purchase Agreement	May 10, 2010	➤ Convert the aircraft type of three aircraft and advance the scheduled delivery date of 13 aircraft.	
Amendment No. 8 to the Second A320-Family Purchase Agreement	September 23, 2010	➤ Convert the aircraft type of one aircraft and advance the scheduled delivery date of four aircraft.	
Amendment No. 9 to the Second A320-Family Purchase Agreement	December 21, 2010	➤ Airbus A320-Family Aircraft (50)	US\$ 2,600,000,000
Amendment No. 10 to the Second A320-Family Purchase Agreement	June 10, 2011	➤ Convert the aircraft type of three aircraft, to select sharklets for some aircraft and to notify delivery dates for some aircraft.	

Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
Amendment No. 13 to the Second A320-Family Purchase Agreement	August 19, 2013	➤ Convert several A320 aircraft to A321 aircraft and to postpone the scheduled delivery dates of several aircraft.	
Amendment No. 16 to the Second A320-Family Purchase Agreement	July 15, 2014	➤ Covering cancellation and substitution of certain aircraft.	
Novation Agreement to the Second A320-Family Purchase Agreement	October 30, 2014	➤ Novation of the original TAM A320/ A330 Family Purchase Agreement from TAM to LATAM.	
Amendment No. 17 to the Second A320-Family Purchase Agreement	December 11, 2014	➤ Covering the substitution of certain Aircraft.	
Amendment No. 18 to the Second A320-Family Purchase Agreement	August 4, 2021	➤ Covering the postponement of certain relevant deadlines.	
Aircraft sale and purchase agreement. Dated as of February 26, 2025 among the sellers, VMO AIRCRAFT LEASING IRELAND as Seller Guarantor and LATAM AIRLINES GROUP S.A. as buyer for 11 used Airbus A321 Aircraft	February 26, 2025	➤ Sale and purchase agreement Dated as of February 26, 2025 among THE SELLERS, VMO AIRCRAFT LEASING IRELAND as Seller Guarantor and LATAM AIRLINES GROUP S.A. as buyer for 11 used Airbus A321 Aircraft	
Amendment No. 32 to the A320/ A330 Purchase Agreement between Airbus S.A.S and LATAM Airlines Group	December 19, 2025	➤ Amendment No. 32 to the A320/ A330 Purchase Agreement between Airbus S.A.S and LATAM Airlines Group	
Amendment No. 13 to the A320 Family Purchase Agreement between LATAM Airlines Groups and Airbus S.A.S	December 19, 2025	➤ Amendment No. 13 to the A320 Family Purchase Agreement between LATAM Airlines Groups and Airbus S.A.S	
Airbus A320 NEO-Family Fleet			
A320 NEO Purchase Agreement	June 22, 2011	➤ Airbus 320 NEO Family Aircraft (20)- 274 / 715 ➤ Delivery scheduled to take place in 2017 and 2018	US\$ 1,700,000,000



Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
Amendment No. 4 to the A320 NEO Purchase Agreement	April 15, 2016	➤ Covering the reschedule of the delivery of eight Original NEO Aircraft and the conversion of four Original NEO Aircraft into A321 NEO Aircraft	
Amendment No. 5 to the A320 NEO Purchase Agreement	April 15, 2016	➤ Changes in the technical specifications of the aircraft to be received under this agreement.	
Amendment No. 6 to the A320 NEO Purchase Agreement	August 8, 2016	➤ Covering the cancellation of the delivery of four A320 NEO Aircraft.	
Amendment No. 7 to the A320 NEO Purchase Agreement	September 22, 2017	➤ Covering the rescheduling of certain A320 NEO Family Aircraft.	
Amendment No. 8 to the A320 NEO Purchase Agreement	December 21, 2018	➤ Covering the rescheduling of certain A320 NEO Family Aircraft.	
Amendment No. 9 to the A320 NEO Purchase Agreement	August 4, 2021	➤ Covering the rescheduling of certain A320 NEO Family Aircraft.	
Amendment No. 10 to the A320 NEO Purchase Agreement	August 17, 2023	➤ Covering the rescheduling of certain A320 NEO Family Aircraft.	
TAM Material Contracts – A320/ A330 Family Purchase Agreement			
Purchase Agreement with Airbus S.A.S.	November 2006	➤ Airbus A320-Family Aircraft (31).	US\$ 3,300,000,000
		➤ Airbus A330-200 Aircraft (six).	
		➤ Delivery was scheduled to take place between 2007 and 2010.	
New Purchase Agreement with Airbus S.A.S.	January 2008	➤ Airbus A320-Family Aircraft (20).	US\$ 2,140,000,000
		➤ Airbus A330-200 aircraft (four).	
		➤ Delivery was scheduled to take place between 2007 and 2014.	
New Purchase Agreement with Airbus S.A.S.	July 2010	➤ Airbus A320-Family Aircraft (20).	US\$ 1,450,000,000
		➤ Delivery was scheduled to take place between 2014 and 2015.	
New Purchase Agreement with Airbus S.A.S.	October 2011	➤ Airbus A320-Family Aircraft (10).	US\$ 1,730,000,000

Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
Amendment No. 15 to the A320/ A330 Purchase Agreement	February 2013	➤ Changes to the scheduled delivery month of certain A320 Family Aircraft.	
Amendment No. 16 to the A320/ A330 Purchase Agreement	February 2013	➤ Change to the aircraft type of certain A320 Family Aircraft, to the scheduled delivery month/quarter of certain A320 Family Aircraft and make certain changes to the dates by which TAM will select the propulsion systems and NEO propulsion systems for certain Aircraft.	
Amendment No. 17 to the A320/ A330 Purchase Agreement	August 2013	➤ Change to the scheduled delivery month of a certain A320 Family Aircraft and to make the selection of the propulsion systems and NEO propulsion systems for certain Aircraft.	
Amendment No. 20 to the A320/ A330 Purchase Agreement	June 2015	➤ Change to the schedule delivery month of one A321 Aircraft.	
Amendment No. 21 to the A320/ A330 Purchase Agreement	December 2015	➤ Change to the schedule delivery month of two A320 NEO Aircraft.	
Amendment No. 23 to the A320/ A330 Purchase Agreement	April 15, 2016	➤ Reflect the changes in the technical specifications of the aircraft to be received under this agreement.	
Amendment No. 24 to the A320/ A330 Purchase Agreement	August 8, 2016	➤ Cancel the delivery of eight A320 NEO Aircraft.	
Amendment No. 26 to the A320/ A330 Purchase Agreement	December 21, 2018	➤ Rescheduled delivery of five A320 NEO Aircraft and 11 A321 NEO Aircraft. ➤ Cancel the delivery of one A321 Aircraft.	
Amendment No. 27 to the A320/ A330 Purchase Agreement	August 4, 2021	➤ Incremental order of 28 additional A320 NEO Family Aircraft. ➤ Rescheduling of certain A320 NEO Family Aircraft.	
Amendment No. 28 to the A320/ A330 Purchase Agreement	July 20, 2022	➤ Incremental order of 17 additional A320 NEO Family Aircraft.	



Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
		➤ Ten option rights for Airbus A350 aircraft.	
Amendment No. 1 to the A350 Purchase Agreement	July 2010	➤ Exercise its option of five A350 XWB options.	
Amendment No. 2 to the A350 Purchase Agreement	July 2014	➤ Reschedule the delivery of certain A350-900XWB and to amend certain provisions to reflect the latest aircraft specification.	
Novation Agreement to the A350 Purchase Agreement	July 2014	➤ Novating the A350 purchase agreement from TAM to LATAM.	
Amendment No. 4 to the A350 Purchase Agreement	September 2015	➤ Modify certain terms and conditions of such agreement and to convert a number of A350-900 XWB Aircraft into A350-1000 XWB Aircraft.	
Amendment No. 5 to the A350 Purchase Agreement	November 2015	➤ Convert a number of A350-900 XWB aircraft into six A350-1000 XWB aircraft and to reschedule the delivery of certain A350-900 XWB.	
Amendment No. 7 to the A350 Purchase Agreement	August 8, 2016	➤ Change aircraft type, from two A350-900 XWB Aircraft to two A350 - 1000 XWB Aircraft.	
Amendment No. 9 to the A350 Purchase Agreement	September 22, 2017	➤ Convert two A350-1000 XWB Aircraft into A350-900 XWB Aircraft.	
Amendment No. 10 to the A350 Purchase Agreement	December 21, 2018	➤ Convert four A350-1000 XWB Aircraft into A350-900 XWB Aircraft.	
		➤ Reschedule of six A350-900 XWB Aircraft and eight A350-1000 XWB.	
Amendment No. 11 to the A350 Purchase Agreement	April 29, 2019	➤ Reschedule of two A350-900 XWB Aircraft.	
Amendment No. 12 to the A350 Purchase Agreement	August 5, 2019	➤ Reschedule of one A350-900 XWB Aircraft.	
Termination Agreement in respect of the A350 Purchase	August 4, 2021	➤ Cancellation of two remaining deliveries of A350-1000 XWB	

TAM Material Contracts - Boeing 777 Purchase Agreement

Agreement	Date	Aircraft (number purchased)	Estimated Gross Value of Aircraft at List Price
Purchase Agreement with Boeing	February 2007	➤ Boeing 777-32WER aircraft (four).	US\$ 1,070,000
Supplemental Agreement No. 1 to the Purchase Agreement	August 2007	➤ Exercise four option aircraft and to define certain aircraft configuration.	
Supplemental Agreement No. 2 to the Purchase Agreement	March 2008	➤ Document its agreement on the descriptions and pricing of some options and master changes related to certain aircraft.	
Supplemental Agreement No. 3 to the Purchase Agreement	December 2008	➤ Purchase of two incremental 777 aircraft.	
Supplemental Agreement No. 5 to the Purchase Agreement	July 2010	➤ Reschedule the delivery of certain aircraft.	
Supplemental Agreement No. 6 to the Purchase Agreement	February 2011	➤ Purchase of two incremental 777 aircraft.	
Supplemental Agreement No. 7 to the Purchase Agreement	May 2014	➤ Substitute two 777-300ER aircraft originally scheduled for delivery in 2014 for two 777-F aircraft for scheduled delivery in 2017.	
Supplemental Agreement No. 8 to the Purchase Agreement	April 2015	➤ Reschedule the delivery of certain aircraft.	
Supplemental Agreement No. 11 to the Purchase Agreement	October 11, 2019	➤ Option to cancel two Aircraft	
Supplemental Agreement No. 12 to the Purchase Agreement	February 3, 2020	➤ Cancellation of one Aircraft	
Supplemental Agreement No. 13 to the Purchase Agreement	April 29, 2021	➤ Cancellation of one Aircraft	

Other Material Contracts

Boeing

On May 9, 1997, we entered into the Aircraft General Terms Agreement with The Boeing Company (“AGTA”), applicable to all Boeing aircraft contracted for purchase from The Boeing Company.

Boeing Aircraft Holding Company

On May 8, 2018, we also entered into an Aircraft Lease Common Terms Agreement with The Boeing Aircraft Holding Company for the lease of two Boeing 777-200ER aircraft. The average term of the lease is 12 months.

Airbus A320-Family Aircraft Fleet

Between April and August 2011, we entered into Buyback Agreements No. 3001, 3030, 3062, 3214 and 3216 with Airbus Financial Services for the sale of five A318 aircraft for approximately US\$107 million.

Between August 2012 and January 2013, we entered into Buyback Agreements No. 3371, 3390, 3438, 3469 and 3509 with Airbus Financial Services for the sale of five A318 aircraft for approximately US\$102 million.

Aercap Holdings N.V.

On May 28, 2013, we entered into a framework deed with Aercap Holdings N.V. for the sale and leaseback of several used A330-200 aircraft, which were returned to the lessor, and several new aircraft to be received from the manufacturer including Airbus 350-900, Boeing 787-8 and Boeing 787-9 aircraft. The estimated gross value (at list prices) of these aircraft is US\$3.0 billion.

On February 25, 2022, we entered into lease agreements with Bank of Utah, solely in its capacity as owner trustee (all having AerCap Group acting as a servicer) for the lease of six A321neo to be delivered in 2023 and 2024. Also, on March 31, 2022, we entered into lease agreements with Bank of Utah, not in its individual capacity but solely in its capacity as owner trustee (all having AerCap Group acting as a servicer) for the lease of two additional A321neo to be delivered in 2024. These lease agreements are for a duration of 12 years.

On March 02, 2023, we entered into lease agreements with Bank of Utah, solely in its capacity as owner trustee (all having AerCap Group acting as a servicer) for the lease of four B787-9 to be delivered in 2025. These lease agreements are for a duration of 12 years.

Aircastle Holding Corporation Limited

On February 21, 2014, we entered into a framework deed with Aircastle Holding Corporation Limited for the lease of four Boeing 777-300ER already in the fleet. The four aircraft were manufactured in 2012 and the estimated market value (at list prices) of these aircraft is US\$580 million. The average term of the original leases were 60 months, and the agreement was extended for another 84 months.

On January 11, 2019, we entered into lease agreements with Aircastle for the lease of 10 A320 aircraft. The lease agreements are for a duration of approximately seven to eight years.

One of the four Boeing 777-300ER aircraft has been sold in July 2019 and is no longer part of such framework deed with Aircastle, but the aircraft remains in our fleet with a different lessor. On June 21, 2024 we bought three Boeing 777-300ER aircraft from Aircastle.

GE Commercial Aviation

On April 30, 2007, we also entered into an Aircraft Lease Common Terms Agreement with GE Commercial Aviation Services Limited and two Aircraft Lease Agreements with Wells Fargo Bank Northwest N.A., as owner trustee, for the lease of two Boeing 777-200LRF aircraft. These aircraft were delivered in 2009 and the leases shall remain in place for a term of 96 months.

GE Engine Services LLC

On June 12, 2014, we (and TAM Linhas Aereas S.A.) entered into engine services agreement with GE Engine Services, LLC and GE Celma Ltda. for the provision of maintenance services of CF6-80C2B6F engines (which powers our Boeing 767 fleet) during 200 shop visits or 10 years, whichever occurs first.

On June 18, 2021, we entered into an engine services agreement with GE Engine Services, LLC for the provision of maintenance services of GE90-115BL engines, which power 10 Boeing 777 passenger fleet and three spare engines, for a period of six years.

CFM International

On December 17, 2010, we entered into General Terms Agreement No. CFM-1-2377460475 (the “GTA”) and Letter Agreement No. 1 to GTA with CFM International, Inc. (“CFM”) for the sale and support by CFM of CFM56-5B engines to power 70 A320-Family Aircraft and up to 14 CFM56-5B spare engines. On the same date, we entered into a Rate Per Flight Hour Engine Shop Maintenance Services Agreement with CFM for the provision by CFM of maintenance services for the abovementioned installed and spare engines.

On December 31, 2014, we entered Letter Agreement No. 2 to GTA with CFM for the sale and support by CFM of CFM56-5B engines to power 20 A320-Family Aircraft and one spare engine.

On March 15, 2006, TAM Linhas Aereas S.A. entered into an engine services agreement with GE Celma Ltda. for the provision of maintenance services for CFM56-5B engines, which power 47 A320-family passenger fleet and six spare engines, for a period of 15 years per engine.

PW1100G-JM Engine Maintenance Agreement

In February 2014, we entered into an engine support and maintenance agreement with United Technologies International Corporation, Pratt & Whitney Division (“PW”) for the sale, support and maintenance by PW of PW1100G-JM engines to power 42 A320neo-Family Aircraft and nine spare engines. It is also a rate per engine flight hour contract agreement, which includes cost control mechanisms for LATAM.

On April 30, 2015, PW assigned the agreement described above to International Aero Engines, LLC.

On November 22, 2022, we entered into Amendment No. 7 to the abovementioned services agreement with International Aero Engines, LLC, for the sale and support by IAE of PW1100 engines to power additional A320neo-Family Aircraft and additional option aircraft, and additional PW1100 spare engines.

On September 17, 2024, we entered into the PW1100G-JM Supplemental Support Agreement with IAE International Aero Engines, LLC for the support of AOG events.

Rolls-Royce PLC & Rolls-Royce TotalCare Services Limited

On September 30, 2009, we entered into General Terms Agreement No. DEG5307 (the “GTA”) with Rolls-Royce PLC for the sale and support by Rolls-Royce of Trent 1000 engines to power 32 Boeing 787 Family Aircraft and up to 10 Trent 1000 spare engines. On the same date, we entered into a Rate Per Flight Hour Engine Shop Maintenance Services Agreement with Rolls-Royce TotalCare Services Limited for the provision by Rolls-Royce of maintenance services for the abovementioned installed and spare engines, for a period of 15 years per engine.

On December 1, 2021, we entered into Amendment No. 7 to the abovementioned services agreement with Rolls-Royce PLC, for the sale and support by Rolls-Royce of Trent 1000 engines to power 28 Boeing 787 Family Aircraft and additional option aircraft, and up to 13 Trent 1000 spare engines.

RTX Corporation Pratt & Whitney Division

On December 30, 2025, we entered into an engine purchase and support agreement and fleet program agreement with RTX CORPORATION - Pratt & Whitney Division ("PW") for the sale, support and maintenance by PW of PW1900G engines that power the E2 aircraft.

International Aero Engines AG

On October 12, 2006, we entered into an engine services agreement with IAE International Aero Engines AG for the provision of maintenance services of V2500-A5 engines, which power 53 A320-family passenger fleet and nine spare engines, for a period of 12 years per engine.

On October 21, 2010, TAM Linhas Aereas S.A. entered into an engine services agreement with IAE International Aero Engines AG for the provision of maintenance services of V2500-A5 engines, which power 26 A320-family passenger fleet and seven spare engines, for a period of 12 years per engine.

On September 17, 2024, we and TAM Linhas Aereas S.A entered into the V-Services Fixed Price Repair Agreement with IAE International Aero Engines AG for the provision of maintenance services of V2500 engines, for a period of five years per engine.

CFM International

On June 29, 2016, we entered into a Rate Per Flight Hour Agreement for Engine Shop Maintenance Services with CFM International, Inc., covering the MRO of certain CFM56-5B engines.

On December 22 2023, LATAM and TAM entered into the Amendment No. 7 to the abovementioned services agreement with CFM International, Inc. and GE Celma Ltda., incorporating all engines out of their original contract for an additional period of coverage.

Avolon Aerospace

On September 8, 2017, we entered into a lease agreement with Avolon Aerospace for the Sale and Leaseback of five A320neo aircraft. The estimated market value of these aircraft is US\$ 241,000,000. The average term of the leases is 144 months.

On January 16, 2018, we entered into a lease agreement with Avolon Aerospace of two A321-200 aircraft. The estimated market value of these aircraft is US\$ 88,600,000. The average term of the lease is 124 months.

On September 9, 2021, we entered into lease agreements with Avolon for the lease of three 787-9. The lease agreements are for a duration of approximately 13 years.

Vermillion Aviation

On September 3, 2019, we entered into lease agreements with Vermillion Aviation (Two) Limited (all having Vermillion Aviation Holdings Ireland Limited as servicer) for the lease of four A320 aircraft. The lease agreements are for a duration of approximately seven and eight years.

On February 1, 2021, we entered into additional lease agreements for the lease of two additional A320 aircraft with Vermillion Aviation (Nine) Limited (all having AMCK Aviation Holdings Ireland Limited acting as a servicer) for a duration of approximately nine years.

Sky Aero Management/ Dubai Aerospace Enterprise (DAE) Ltd.

On February 16, 2022, we entered into lease agreements with SFV Aircraft Holdings IRE 7 DAC, SFV Aircraft Holdings IRE 8 DAC and SFI Aircraft Holdings IX Designated Activity Company (all having Sky Aero Management acting as a servicer) for the lease of 10 A320neo aircraft to be delivered on 2022, 2023 and 2024. The lease agreements are for a duration of 12 years.

In December 2022, we entered into an amendment to the lease agreements above, through which four of the 10 aircraft changed the servicer for Dubai Aerospace Enterprise (DAE) Ltd.

VMO Aircraft Leasing Ireland Service Co

On March 5, 2021, we entered into lease agreements with Wilmington Trust Company, solely in its capacity as owner trustee, (all having VMO Aircraft Leasing Ireland Service Co. ("VMO") as a servicer) for the lease of 11 A321 aircraft. On April 23, 2021, we entered into lease agreements with UMB Bank N.A solely in its capacity as owner trustee (all having VMO as a servicer) for the lease of four 787-9 aircraft. The lease agreements are for a duration of approximately nine to 10 years.

In July 2022, we entered into lease agreements for the lease of two Airbus A321-271NX aircraft with UMB Bank N.A. solely in its capacity as owner trustee (all having Avolon Aerospace Leasing Limited as a servicer) for a duration of approximately 12 years.

In October 2022, we entered into lease agreements for the lease of two additional Boeing 787 aircraft with UMB Bank N.A. solely in its capacity as owner trustee (all having VMO as a servicer) for a duration of approximately 12 years.

In February 2025, we entered into purchase and sale agreements to lease 11 additional used Airbus A321 aircraft with Wilmington Trust Company, solely in its capacity as owner trustee (all having VMO as seller guarantor).

Tokyo Century Corporation

On June 24, 2025, we entered into two sale and purchase agreements with Tokyo Century Corporation as seller guarantor and Gallo Finance Limited as seller for the lease of two Boeing 787-8 aircrafts.

Embraer S.A.

In 2025, we entered into a purchase agreement with Embraer S.A. as seller to acquire up to 74 new Embraer E195-E2 aircraft (24 firm orders and 50 purchase options), which deliver up to 30% lower fuel consumption per seat compared to previous-generation models.

SABRE Contract

On May 4, 2015, we entered into a Master Services License Agreement with SABRE Inc. Pursuant to this agreement, SABRE Inc. granted LATAM access and use of certain reservation systems. This agreement was effective for 10 years.

In addition, LATAM has distribution agreements in place with SABRE as well as with other distribution providers. On May 1, 2020, we entered into a new Sabre Participant Carrier Distribution and Services Agreement. This agreement is effective for successive one-year periods until terminated anytime by either party upon at least 180 days' notice.

On June 1, 2023, we entered into Amendment No. 2, which remains effective until June 1, 2027. After the initial term, the Addendum is automatically renewed for one-year periods unless either party provides written notice of termination at least 180 days prior to the renewal date. This Addendum also extends the validity of the Sabre Participant Carrier Distribution and Services Agreement, which cannot be terminated before the initial term of that agreement.

AMADEUS Contract

On March 12, 2021, LATAM entered into the Global Distribution Agreement between Amadeus IT Group S.A. and LATAM, an agreement effective for successive one-year periods unless terminated by either party upon at least 180 days' written notice prior to the renewal date. On December 1, 2024, LATAM entered into an Addendum to the Global Distribution Agreement, which remains effective until December 1, 2028. After the initial term, the Addendum is automatically renewed for one-year periods unless either party provides written notice of termination at least 180 days prior to the renewal date. The Addendum also extends the validity of the Global Distribution Agreement, which cannot be terminated before the initial term.

TRAVELPORT Contract

On May 1, 2025, LATAM entered into the Travelport International Global Airline Distribution Agreement (TIGADA). This agreement is effective for successive one-year periods and may be terminated at any time by either party upon at least 90 days' written notice. Also on May 1, 2025, LATAM entered into the TIGADA Addendum,

which remains effective until December 31, 2028. After the initial term, the agreement is automatically renewed for one-year periods unless either party provides written notice of termination at least 90 days prior to the renewal date. TIGADA cannot be terminated before the initial term of the TIGADA Addendum expires. As of the date of this annual report on Form 20-F, neither agreement has been terminated by the parties thereto.

V2500-A5 Engine Maintenance Service Agreement

In 2020, LATAM together with TAM entered into an Engine Maintenance Services Agreement with MTU Maintenance Hannover GmbH, for the maintenance of certain V2500 engines.

CFM56-5B Engine Maintenance Contract

In March 2006, TAM entered into a services agreement with GE Celma, a Brazilian subsidiary of General Electric Engine Services division, for the maintenance by GE Celma of CFM56-5B engines to power 25 A320-Family Aircraft and four spare engines.

In March 2007, TAM entered into Amendment 1 to the abovementioned services agreement with GE Celma, extending the maintenance services to the engines powering additional 16 A320-Family Aircraft and two spare engines.

General Electric Company, GE Engine Services Distribution LLC & GE Engine Services LLC

On December 1, 2023, we entered into a General Terms Agreement No. 1-1057041 with General Electric Company and GE Engine Services Distribution, LLC (jointly referred as “GE”) for the sale and support by GE of GENx engines to power nine Boeing 787-9 aircraft, additional option aircraft and spare engines. On the same date, we entered into a TrueChoice™ Engine Service Agreement with GE Engine Services, LLC for the provision by GE Engine Services, LLC of maintenance services for the abovementioned installed and spare engines.

D. Exchange Controls

Foreign Investment and Exchange Controls in Chile

The Central Bank of Chile is responsible, among other things, for monetary policies and exchange controls in Chile. Equity investments, including investments in shares of stock by persons who are non-Chilean residents, have been generally subject in the past to various exchange control regulations restricting the repatriation of their investments and the earnings thereon.

Article 47 of the Central Bank Act and former Chapter XXVI of the Central Bank Foreign Exchange Regulations regulated the foreign exchange aspects of the issuance of ADSs by a Chilean company until April 2001. According to former Chapter XXVI, the Central Bank of Chile and the depositary had to enter into an agreement in order to gain access to the formal exchange market. The issuers of the shares underlying the ADSs and the custodian could also be parties to these agreements.

On April 16, 2001, the Central Bank of Chile agreed that, effective April 19, 2001:

- prior foreign exchange restrictions would be eliminated; and
- a new Compendium of Foreign Exchange Regulations (*Compendio de Normas de Cambios Internacionales*) would be applied

The main objective of these amendments, as declared by the Central Bank of Chile, is to facilitate movement of capital in and out of Chile and to encourage foreign investment.

In connection with the change in policy, the Central Bank of Chile eliminated the following restrictions:

- a reserve requirement with the Central Bank of Chile for a period of one year (this mandatory reserve was imposed on foreign loans and funds brought into Chile to purchase shares other than those acquired in the establishment of a new company or in the capital increase of the issuing company; the reserve requirement was gradually decreased from 30% of the proposed investment to 0%);

- the requirement of prior approval by the Central Bank of Chile for certain operations;
- mandatory return of foreign currency to Chile;
- mandatory conversion of foreign currency into Chilean pesos;

Under the new regulations, only the following limitations apply to these operations:

- the Central Bank of Chile must be provided with information related to certain operations; and
- certain operations must be conducted with the Formal Exchange Market.

The Central Bank of Chile also eliminated Chapter XXVI of the Compendium of Foreign Exchange Regulations, which regulated the establishment of an ADR facility by a Chilean company. Pursuant to the new rules, it is no longer necessary to seek the Central Bank of Chile's prior approval in order to establish an ADR facility or to enter into a foreign investment contract with the Central Bank of Chile.

However, all contracts executed under the provisions of former Chapter XXVI (including the foreign investment contract among LATAM Airlines Group, the Central Bank of Chile and the ADS depositary, or the "Foreign Investment

Contract”), remained in full force and effect and continued to be governed by the provisions, and continued to be subject to the restrictions, set forth in former Chapter XXVI at the time of its abrogation. Our Foreign Investment Contract guaranteed ADS investors access to the Formal Exchange Market to convert amounts from Chilean pesos into U.S. dollars and repatriate amounts received with respect to deposited common shares or common shares withdrawn from deposit or surrender of ADRs (including amounts received as cash dividends and proceeds from the sale in Chile of the underlying common shares and any rights arising from them).

On May 10, 2007, the Board of the Central Bank of Chile resolved to interpret the regulations regarding the former Chapter XXVI in connection with the access granted to the Formal Exchange Market. These regulations allowed entities that carry out capital increases by means of the issuance of cash shares before August 31, 2007 to apply the aforementioned regulation to their capital increases, but only once and only if those shares can be fully subscribed and paid by August 31, 2008, among other conditions. Consequently, capital increases carried out after August 31, 2007 will have no guaranteed access to the Formal Exchange Market.

On October 17, 2012, the Central Bank of Chile, the depositary and LATAM Airlines Group entered into a termination agreement in respect of LATAM’s existing foreign investment contract. ADR holders were notified about this termination in accordance with Section 16 of the Deposit Agreement. Upon termination of the foreign investment contract, holders of ADSs and the depositary no longer have guaranteed access to the Formal Exchange Market. Until December 2025, the ADS facility was governed by Chapter XIV of the Compendium on “Regulations applicable to Credits, Deposits, Investments and Capital Contributions from Abroad.” According to Chapter XIV, the establishment or maintenance of an ADS facility is regarded as an ordinary foreign investment, and it was not necessary to seek the Central Bank of Chile’s prior approval to establish an ADS facility. The establishment or maintenance of an ADS facility only required that the Central Bank of Chile be informed of the transaction, and that the foreign currency transactions related thereby be conducted through the Formal Exchange Market.

On January 25, 2024, the Central Bank of Chile approved, effective as of January 1, 2026, a new Compendium of Foreign Exchange Regulations, which basically reformulates and simplifies current regulations, with a new exchange information system, maintaining in general and in all material respects, the current monetary policy and exchange regime. The provisions previously contained in the Chapter XII and XIV of the Central Bank Foreign Exchange Regulations have been consolidated and reorganized into a new structure, comprising Chapter I, titled “General Framework of Exchange Policy and Regulations,” and Chapter II, titled “International Exchange Operations Information System.”

Investment in Our Shares and ADRs

Currently, investments made by foreign investors in shares of our common stock are subject to the following requirements:

- any foreign investor acquiring shares of our common stock who brought funds into Chile for that purpose must bring those funds through an entity participating in the Formal Exchange Market;
- any foreign investor acquiring shares of our common stock to be converted into ADSs or deposited into an ADR program who brought funds into Chile for that purpose must bring those funds through an entity participating in the Formal Exchange Market;
- in both cases, the entity of the Formal Exchange Market through which the funds are brought into Chile must report such investment to the Central Bank of Chile;
- all remittances of funds from Chile to the foreign investor upon the sale of the acquired shares of our common stock or from dividends or other distributions made in connection therewith must be made through the Formal Exchange Market;
- all remittances of funds from Chile to the foreign investor upon the sale of shares underlying ADSs or from dividends or other distributions made in connection therewith must be made through the Formal Exchange Market; and
- all remittances of funds made to the foreign investor must be reported to the Central Bank of Chile by the intervening entity of the Formal Exchange Market.

When funds to acquire shares of our common stock or to acquire shares to convert them into ADSs or deposit them into an ADR program are received by us abroad (i.e., outside of Chile), and the transaction amount is equal to or

exceeds US\$ 10,000, LATAM Airlines Group shall report such investment to the Central Bank of Chile within 10 days following the end of the month in which the investment was executed.

All payments in foreign currency in connection with our shares of common stock or ADSs made from Chile through the Formal Exchange Market must be reported to the Central Bank of Chile by the entity participating in the transaction. In the event that payments exceeding US\$ 10,000 are made outside Chile, LATAM Airlines Group must provide the relevant information to the Central Bank of Chile.

Additionally, LATAM Airlines Group and the custodians through which equity investments in the company are held, shall each submit certain monthly, and/or quarterly periodic reports (as applicable) through the SICAM platform, in accordance with the new Compendium of Foreign Exchange Regulations and the Operating Rules (Reglamentos Operativos). More particularly:

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If during any given month, LATAM Airlines Group receives capital contributions, or capital withdrawals, equal to, or higher than US\$50,000,000, from any person that has 10% or more of the voting power in LATAM Airlines (even if such voting power is acquired as a result of the capital contribution), LATAM Airlines is required to provide certain information to the Central Bank of Chile within 10 days following the end of the month in which the investment was executed.

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Similarly, LATAM Airlines Group is required to provide certain information to the Central Bank of Chile on a quarterly basis within 45 days following the closure of the months of March, June, and September, and within 60 days following the closure of each year, with respect to investments held by foreign investors that own 10% or more of the voting power in LATAM Airlines Group, to the extent such investment represents an amount equal to, or higher than, US\$10,000,000.

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Custodians that in any given month have in custody investments from abroad equal to, or higher than, US\$ 30,000,000 shall report to the Central Bank of Chile certain information about such investments on a monthly basis within the first five business days of the following months.

Also, if at any given time there is a change in the capital contributions received by LATAM Airlines Group from abroad, either as an assignment thereof or otherwise, LATAM Airlines Group shall report those changes to the Central Bank of Chile within 10 days following the end of the month in which the change was executed.

There can be no assurance that additional Chilean restrictions applicable to the holders of ADSs, the disposition of shares of our common shares underlying ADSs or the conversion or repatriation of the proceeds from such disposition will not be imposed in the future, nor can we assess the duration or impact of such restriction if imposed.

This summary does not purport to be complete and is qualified by reference to Chapter I and Chapter II of the Central Bank of Chile's Foreign Exchange Regulations, a copy of which is available in Spanish and English versions at the Central Bank's website at www.bcentral.cl.

Voting Rights

Holders of our ADSs, which represent common shares, may instruct the depositary to vote the shares underlying their ADRs. If we ask holders for instructions, the depositary will notify such holders of the upcoming vote and arrange to deliver our voting materials to such holders. The materials will describe the matters to be voted on and explain how holders may instruct the depositary to vote the shares or other deposited securities underlying their ADSs as they direct by a specified date. For instructions to be valid, the depositary must receive them on or before the date specified as "Vote Cut-Off Date." The depositary will try, as far as practical, subject to Chilean law and the provisions of our bylaws, to vote or to have its agents vote the shares or other deposited securities as holders instruct. Otherwise, holders will not be able to exercise their right to vote unless they withdraw the shares. However, holders may not know about the meeting far enough in advance to withdraw the shares. We will use our best efforts to request that the depositary notify holders of upcoming votes and ask for their instructions.

If the depositary does not receive voting instructions from a holder by the specified date, it will consider such holder to have authorized and directed it to give a discretionary proxy to a person designated by our board of directors to vote the number of deposited securities represented by such holder's ADSs. The depositary will give a discretionary proxy in those circumstances to vote on all questions to be voted upon unless we notify the depositary that:

- we do not wish to receive a discretionary proxy;

- we think there is substantial opposition to the particular question; or
- we think the particular question would have an adverse impact on our shareholders.

The depositary will only vote or attempt to vote as such holder instructs or as described above.

We cannot assure holders that they receive the voting materials in time to ensure that they can instruct the depositary to vote their shares. This means that holders may not be able to exercise their right to vote and there may be nothing they can do if their shares are not voted as they requested.

Exchange Rates

Prior to 1989, Chilean law permitted the purchase and sale of foreign exchange only in those cases explicitly authorized by the Central Bank of Chile. The Central Bank Act liberalized the rules that govern the ability to buy and sell foreign currency. The Central Bank Act empowers the Central Bank of Chile to determine that certain purchases and sales of foreign currency specified by law must be carried out exclusively in the Formal Exchange Market, which is made up of the banks and other entities authorized by the Central Bank of Chile. All payments and distributions with respect to the ADSs must be conducted exclusively in the Formal Exchange Market.

For purposes of the operation of the Formal Exchange Market, the Central Bank of Chile sets a reference exchange rate (*dólar acuerdo*). The Central Bank of Chile resets the reference exchange rate monthly, taking internal and external inflation into account, and adjusts the reference exchange rate daily to reflect variations in parities between the Chilean peso, the U.S. dollar, the Japanese yen and the European euro.

The observed exchange rate (*dólar observado*) is the average exchange rate at which transactions were actually carried out in the Formal Exchange Market on a particular day, as certified by the Central Bank of Chile on the next banking day.

In order to keep fluctuations in the average exchange rate within certain limits, the Central Bank of Chile has in the past intervened by buying or selling foreign currency on the formal exchange market. In September 1999, the Central Bank of Chile decided to limit its formal commitment to intervene and decided to exercise it only under extraordinary circumstances, which are to be announced in advance. The Central Bank of Chile also committed to provide periodic information about the levels of its international reserves.

Purchases and sales of foreign exchange effectuated outside the Formal Exchange Market are made through the Informal Exchange Market (*Mercado Cambiario Informal*). There are no limits on the extent to which the rate of exchange in the Informal Exchange Market can fluctuate above or below the observed exchange rate.

Although our results of operations have not been significantly affected by fluctuations in the exchange rates between the peso and the U.S. dollar because our functional currency is the U.S. dollar, we are exposed to foreign exchange losses and gains due to exchange rate fluctuations. Even though the majority of our revenues are

denominated in or pegged to the U.S. dollar, the Chilean government's economic policies affecting foreign exchange and future fluctuations in the value of the peso against the U.S. dollar could adversely affect our results of operations and an investor's return on an investment in ADSs.

E. Taxation

Material Chilean Income Tax Considerations

The following discussion relates to Chilean income tax laws presently in force, including Rulings No. 324 of January 29, 1990, and No. 3,708 of October 1, 1999, of the Chilean *Servicio de Impuestos Internos* (the "Chilean IRS") and other applicable regulations and rulings, all of which are subject to change. The discussion summarizes the principal Chilean income tax consequences of an investment in the ADSs or common shares by a person who is neither domiciled in, nor a resident of, Chile or by a legal entity that is incorporated abroad not organized under the laws of Chile and does not have a branch or a permanent establishment located in Chile (such an individual or entity is referred to herein as a "Foreign Holder"). For purposes of Chilean tax law, an individual holder is (i) a resident of Chile if such person remains in Chile, whether continuously or not, for a period or periods exceeding a total of 183 days, within any 12-month period; and/or (ii) domiciled in Chile if such person resides in Chile with the actual or presumptive intent of staying in Chile (such intention to be primarily evidenced by circumstances of an economic nature such as if Chile is the place in which he or she develops the activity that generates most of his/her income or if it is the country in which most of his/her main business interests are

located). The discussion is not intended as tax advice to any particular investor, which can be rendered only in light of that investor's particular tax situation.

Under Chilean law, provisions contained in statutes such as tax rates applicable to foreign investors, the computation of taxable income for Chilean purposes and the manner in which Chilean taxes are imposed and collected may only be amended by another statute. In addition, the Chilean tax authorities enact rulings and regulations of either general or specific application and interpret the provisions of Chilean tax law. Chilean tax may not be assessed retroactively against taxpayers who act in good faith relying on such rulings, regulations, and interpretations, but Chilean tax authorities may change these rulings, regulations, and interpretations prospectively.

On December 19, 2023, an income tax treaty between the United States and Chile (Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion or "Convention") entered into force. With respect to taxes withheld at source, the Convention applies to amounts paid or credited on or after February 1, 2024. For all other taxes, the Convention applies to taxable periods beginning on or after January 1, 2024. Some of the principal implications of the Convention include (subject to the satisfaction of the applicable requirements and limitations under the Convention):

- Generally reduces rates of withholding taxes.
- Generally eliminates withholding tax in the source country on service payments, subject to permanent establishment and characterization rules under the Convention.
- Withholding tax rates on royalties will be limited to 2% or 10%.
- As a general rule, capital gains of a resident may be taxed in both countries, although reduced rates or exemptions from one country's tax may apply to gains derived by a resident of the other country, depending on the type of asset disposed of. In the case of shares or other rights or interests representing the capital of a company resident in a country, 16% is the maximum rate allowed to be imposed by that country on a resident of the other country who alienates the shares or other rights or interests, if the seller previously owned shares representing no more than 50% of the capital of the company (and in the case of alienators of other rights, rights previously owned by the seller represented less than 20% of the capital). Exemptions for pension funds and institutional investors may be applicable. Likewise, tax exemptions may apply to the sale of shares with stock market presence, being taxed only in the taxpayer's country of residence, subject to the satisfaction of the applicable requirements under the Convention.
- It does not preclude the United States from taking payments from Chilean residents into account in computing the "Base Erosion Anti-abuse Tax" (known as the "BEAT") of a U.S. taxpayer.

On December 18, 2023, the government presented before the Congress a bill that creates a Register of Beneficial Ownership. Such registry will contain information of final beneficiaries of legal persons, investment funds, and other entities without legal personality, incorporated or domiciled in Chile, or with any type of permanent establishment in Chile. The bill is currently being reviewed by the Senate pursuant to the first phase of the constitutional process.

On October 24, 2024, Law No. 21,713 was enacted to align tax compliance regulations with international standards of modern taxation and to increase tax collection by reducing the compliance gap. Certain aspects of Law No. 21,713 were subsequently clarified, and certain effective dates adjusted, by Law No. 21,716. The provisions of Law No. 21,713 generally came into effect on November 1, 2024, notwithstanding specific effective dates established by the law for certain provisions. Its stated objectives include financing structural reforms to the pension system, enhancing public safety, and strengthening institutions. Among other provisions, this law includes: (i) changes to the rules on corporate reorganizations and the assessment powers of the Chilean IRS, including the legal recognition of international reorganizations and the requirements for the Chilean IRS's powers of appraisal not to apply; (ii) amendments to the application of the general anti-avoidance rules ("GAAR"), maintaining a judicial procedure but including a stage before the Executive Committee, a newly created body responsible for recommending whether the GAAR should be applied or not; (iii) the creation of an anonymous whistleblower mechanism for investigations into acts constituting tax offenses; (iv) changes to the controlled foreign corporation rules in Article 41 G of the Chilean Income Tax Law (the "Chilean Income Tax Law"); (v) modifications to the requirements for qualifying as a "preferential tax regime" under Article 41 H of the Chilean Income Tax Law; and (vi) the introduction of a voluntary disclosure procedure to declare and pay taxes on undeclared assets and income located abroad.

Cash Dividends and Other Distributions

Under the Chilean partially integrated tax regime (which is the general tax regime in Chile), cash dividends paid by us with respect to the ADSs or common shares held by a Foreign Holder are subject to a 35% Chilean withholding tax, which we withhold and pay over to the Chilean IRS (the “Withholding Tax”). A credit against the Withholding Tax may be available based on the corporate income tax rate of the year of distribution and provided a sufficient balance of accumulated corporate income tax credits is available. These credits correspond to corporate income tax we actually paid on the accumulated income (the “First Category Tax”). However, this credit does not reduce the Withholding Tax on a one-for-one basis because it also increases the base on which the Withholding Tax is imposed. In addition, if we distribute less than all of our distributable income, the credit for First Category Tax we pay is proportionately reduced. If we register net income for accounting purposes but incur a tax loss, no credit against the Withholding Tax may be available.

The partially integrated tax regime reduces the amount of First Category Tax creditable against the Withholding Tax for certain Foreign Holders. As a general rule, only 65% of the First Category Tax credit will generally offset the Withholding Tax. However, if a tax treaty is in force between Chile and the country of residence of a Foreign Holder and such Foreign Holder is the taxpayer subject to the Withholding Tax and the beneficiary (including for both Chilean domestic law and tax treaty purposes) of the income, the full First Category Tax credit may be available to be offset against the Withholding Tax, to the extent the applicable tax treaty allows the First Category Tax to be deducted from or credited against the Withholding Tax, or includes another provision that produces an equivalent effect. Additionally, the full First Category Tax credit may also be available to offset the Withholding Tax if, under the same circumstances, the Foreign Holder is a resident in a country that has a tax treaty with Chile signed before January 1, 2020, even if not in force, until December 31, 2026.

The example below illustrates the effective Withholding Tax burden on a cash dividend received by a Foreign Holder assuming a Withholding Tax rate of 35%, a First Category Tax rate of 27% and a distribution of 30% of the consolidated net income of the Company after payment of the First Category Tax:

	Foreign Holder in Treaty Country	Foreign Holder in Non-Treaty Country
The Company's taxable income	100.00	100.00
First Category Tax (27% of Ch\$100)	(27.00)	(27.00)
Net distributable income	73.00	73.00
Dividend distributed (*)	21.90	21.90
First category increase	8.10	8.10
Amount subject to Withholding Tax (**)	30.00	30.00
Withholding Tax	(10.50)	(10.50)
Credit for First Category Tax	8.10	8.10
Add back 35% of the First Category Tax	N/A	(2.83)
Net tax withheld	(2.40)	(5.24)
Net dividend received	19.50	16.66
Effective dividend withholding rate	10.96%	23.90%

(*) 30% of net distributable income.

(**) The dividend of Ch\$21.90 grossed up with the First Category Tax credit of Ch\$8.10.

The effective rate of Withholding Tax to be imposed on dividends we pay will depend on the First Category Tax rate applicable in the year of distribution and on the balance of First Category Income Tax credits accumulated by the Company. The First Category Tax rate is 27% for 2018 and following years. The First Category Tax credits generated as of 2017, will be allocated first. Once the balance of First Category Tax credits generated as of 2017 are exhausted, the First Category Tax credits accumulated until December 31, 2016 will be used. In that event the First Category Tax credit available against the Withholding Tax will not correspond to the First Category Tax rate of the year of distribution but to

the average rate of First Category Tax credits accumulated until December 31, 2016. This average rate will be determined by dividing the aggregate First Category Tax credits accumulated until December 31, 2016 by the aggregate retained taxable profits accumulated at the same date. The First Category Tax credits accumulated until December 31, 2016 are not subject to the First Category Tax credit restitution irrespective of whether a tax treaty is in force with the country of the Foreign Holder or not.

The First Category Tax credits accumulated until December 31, 2016 correspond to the First Category Tax we actually paid on the income generated in a given year. For earnings generated from 1991 until 2001, the First Category Tax rate was 15%. The rate was 16.0% in 2002, 16.5% in 2003, 17% from 2004 until 2010, 20% from 2011 until 2013, 21% in 2014, 22.5% in 2015, 24% in 2016 and 25.5% in 2017 for companies subject to the partially integrated tax regime.

In the event that the accumulated First Category Tax credits are not sufficient to cover any particular dividend, we will generally withhold tax from the dividend at the full 35% rate.

Dividend distributions made in kind would be subject to the same Chilean tax rules as cash dividends based on the fair market value of the relevant assets. Stock dividends and the distribution of preemptive rights are generally not subject to Chilean taxation at the time of issuance or distribution.

Capital Gains

Gains arising from the sale or other disposition by a Foreign Holder of ADRs evidencing ADSs outside of Chile will generally not be subject to Chilean taxation. The deposit and withdrawal of common shares in exchange for ADRs will not be subject to any Chilean taxes.

Gains realized on a sale or disposition of common shares by a Foreign Holder (as distinguished from sales or exchanges of ADRs evidencing ADSs representing such common shares) may be subject to a 35% Withholding Tax. However, aggregate gains not exceeding 10 Annual Tax Units in a taxable year (approximately US\$9,277.0 as of January 1, 2026) recognized by a Foreign Holder without taxable presence in Chile in a sale to a non-related buyer will not be taxable. The proceeds of the sale or disposition are subject to a 35% Withholding Tax applicable on the gain. If the gain subject to taxation cannot be determined, the Foreign Holder is subject to a provisional withholding of 10% of the total sales price, without any deduction, when the amounts are paid to, credited to, accounted for, put at the disposal of, or corresponding to, the Foreign Holder. The Foreign Holder must file an annual tax return to pay any differences between the amounts withheld and the final applicable tax, or to request a refund if the withholdings were made in excess of the final tax.

Notwithstanding the above, Article 107 of the Chilean Income Tax Law provides for a 10% sole tax on capital gains arising from the sale of shares of listed companies traded in the stock markets (except for capital gains obtained by “institutional investors” –as defined in Article 4 bis (d) of the Chilean Securities Market Act–, whether domiciled or resident in Chile or abroad, which will be tax exempt if the legal requirements are met). In general terms, the referred provision mandates that in order to qualify for this special tax treatment: (i) the shares must be of a publicly-held stock corporation with a “high trading presence” status in the Chilean Stock Exchanges; (ii) the sale must be carried out in a Chilean Stock Exchange authorized by the CMF, or in a tender offer subject to Chapter XXV of the Chilean Securities Market Act or as the consequence of a contribution to a fund as regulated in Article 109 of the Chilean Income Tax Law; (iii) the shares which are being sold must have been acquired on a Chilean Stock Exchange, or in a tender offer subject to Chapter XXV of the Chilean Securities Market Act, or in an initial public offering (due to the creation of a company or to a capital increase), or due to the exchange of convertible publicly offered securities, or due to the redemption of a fund’s quota as regulated in Article 109 of the Chilean Income Tax Law; and (iv) the shares must have been acquired after April 19, 2001.

The buyer or stockbroker or securities agent acting on behalf of the Foreign Holder shall withhold the amount of the sole tax at the time the sales price is paid, remitted, credited into account or placed at the disposal of the Foreign Holder. The withholding shall be made at a 10% rate on the taxable gain, unless the buyer or stockbroker or securities agent acting on behalf of the Foreign Holder does not have sufficient information to determine such capital gain, in which case the withholding shall be made at a provisional rate of 1% on the total price, without any deduction. The Foreign Holder must file an annual tax return to pay any differences between the withheld amounts and the final applicable tax, or to request a refund if the withholding was made in excess of the final tax.

According to Ruling No. 1,480, dated August 22, 2014, the Chilean IRS confirmed that capital gains stemming from the sale of shares with high stock market presence acquired through the exchange of American Depositary Receipts (ADRs) for shares are subject to the same tax regime as the gain on the sale of any stock with high stock market presence, which according to the rules in force as of such date, were not subject to taxes in Chile. Thus, according to the recent modifications, such ruling has generally been interpreted to imply that they would be subject to the sole tax at a rate of 10%. Such reduced rate is applicable provided that the ADRs comply with the requirements established by the CMF for the public offering of securities in Chile (i.e. if the ADRs are registered in the Foreign Securities Registry of the CMF, or their registration has been exempted by the CMF under a cooperation agreement signed with regulators of foreign markets), and the underlying shares have been registered in the Securities Registry of the CMF and on a Chilean Stock Exchange. According to General Ruling No. 327, issued by the CMF on January 17, 2012, shares are considered to have a high presence in the stock exchange when they:

- are registered in the Securities Registry;
- are registered in a Chilean Stock Exchange; and
- meet at least one of the following requirements:
 - have an adjusted presence equal to or above 25%;
 - have a Market Maker (this requirement is limited under Law No. 21,420).

To calculate the adjusted presence of a particular share, the aforementioned regulation first requires a determination of the number of days in which the operations regarding the stock exceeded, in Chilean pesos, the equivalent of 1,000 UF (approximately US\$42,799.40 as of January 1, 2026) within the previous 180 business days of the stock market. That number must then be divided by 180, multiplied by 100, and expressed in a percentage value.

To meet the “Market Maker” requirement the issuer of the shares must execute a written contract with a stockbroker incorporated in Chile that fulfills certain requirements. Law No. 21,210 modified this provision in those cases where the high stock market presence is given exclusively by virtue of a Market Maker. In such cases, the capital gain tax exemption would apply only for the term of one year from the first public offering of the securities.

The tax basis of common shares received in exchange for ADRs will be the acquisition value of the common shares on the date of exchange duly adjusted for local inflation. For purposes of Ruling No. 324, dated January 29, 1990, issued by the Chilean IRS, the valuation procedure set forth in the deposit agreement, which values the shares that are being exchanged at the highest reported sales price at which they trade on the stock exchange on the day on which the transfer of such shares is recorded on the books of the company’s share registrar,

will determine the Foreign Holder's acquisition value for this purpose. In the case where the sale of the shares is made on a day that is different from the date on which the exchange is recorded, capital gains subject to taxation in Chile may arise. Notwithstanding the foregoing, following the criteria of Ruling No. 3708, dated October 1, 1999, issued by the Chilean IRS, the deposit agreement provides that in the event that the exchanged shares are sold by the Foreign Holder on a Chilean stock exchange on the same day on which the transfer is recorded on the company's share registrar or within two Chilean business days prior to the date on which the sale is recorded on those books, the acquisition value of such exchanged shares shall be the price registered in the invoice issued by the stock broker that participated in the sale transaction.

Notwithstanding the abovementioned tax exemption under Article 107 of the Chilean Income Tax Law in benefit of institutional investors which is still applicable, a previous specific capital gain tax exemption for "foreign institutional investors" such as mutual funds and pension funds was repealed as from May 1, 2014, by Law No 20,712. However, the law includes a grandfathering provision for shares acquired before May 1, 2014. This provision establishes an exemption on the capital gain obtained in the sale of shares that are publicly traded and have a high presence in a stock exchange when the sale is made by a foreign institutional investor, provided that the sale is made in a local stock exchange or in a public tender in accordance with the provisions of the Securities Market Act, or in the redemption of fund quotas, and the shares were acquired before May 1, 2014.

Pursuant to the regulations of the grandfathering rule, to qualify for the exemption, the taxpayer must be incorporated or formed outside of Chile, not have a domicile in Chile, and must qualify as a foreign institutional investor according to the requirements set forth in the law. In addition, the foreign institutional investor must not directly or indirectly participate in the control of the corporations issuing the shares it invests in, nor possess or participate directly or indirectly in 10% or more of the capital or the profits of such corporations. Furthermore, the foreign institutional investor

must execute a written contract with a bank, or a stockbroker incorporated in Chile. In this contract, the bank or stockbroker must undertake to execute purchase and sale orders, verify the applicability of the tax exemption or tax withholding, and inform the Chilean IRS of the investors it works with and the transactions it performs. Finally, the foreign institutional investor must register with the Chilean IRS by means of a sworn statement issued by such bank or stockbroker.

The date of acquisition of the ADSs is considered to be the date of acquisition of the shares for which the ADSs are exchanged.

It should be noted that the sole 10% tax indicated above with respect to the disposal of shares with stock market presence would not be applicable for capital gains obtained by taxpayers resident in the U.S. eligible for the benefits of the Convention who meet all the requirements for exemption. In this regard, the Convention sets out that earnings obtained by a resident of a state that has ratified the Convention (a “Contracting State”) and the disposal of shares in a company resident in the other Contracting State with a stock market presence on a recognized stock exchange located in that other Contracting State, may be taxed only in the country where the transferor resides if the following requirements are met: (a) the shares are sold on a stock exchange recognized in the another Contracting State or in a takeover bid process of shares in accordance with applicable law, and (b) such shares have been previously acquired in (i) a stock exchange recognized in that other Contracting State, (ii) in a legally regulated takeover bid process, (iii) in a primary placement of shares, (iv) upon the incorporation of the company or of a subsequent capital increase, or (v) in an exchange of bonds convertible into shares.

Additionally, exemptions or reduced rates of withholding could apply under other double tax treaties entered into by Chile, provided the respective requirements are met.

For Chilean tax purposes and to the extent we issue any preemptive rights relating to common shares or ADSs, the receipt of such preemptive rights by a Foreign Holder pursuant to a rights offering is generally a nontaxable event. In addition, there are generally no Chilean income tax consequences to Foreign Holders upon the exercise or the lapse without value of the preemptive rights relating to common shares or ADSs.

Any gain on the sale, exchange or transfer of any preemptive rights relating to ADSs by a Foreign Holder is generally not subject to taxes in Chile. Any gain on the sale, exchange or transfer of preemptive rights relating to common shares by a Foreign Holder is generally subject to a 35% Withholding Tax in Chile.

Other Chilean Taxes

There should not be Chilean inheritance, gift or succession taxes applicable to the ownership, transfer or disposition of ADSs by a Foreign Holder, but such taxes generally will apply to the transfer at death or by gift of the

common shares by a Foreign Holder. However, in the inheritance of a Foreign Holder, assets located abroad may only be subject to inheritance, gift or succession taxes when they have been acquired with resources originating in Chile. There are no Chilean stamp, issue, registration or similar taxes or duties payable by Foreign Holders of ADSs or common shares.

Withholding Tax Certificates

Upon request, we will provide to Foreign Holders appropriate documentation evidencing the payment of the Withholding Tax (net of the applicable First Category Tax credit, if applicable).

Material United States Federal Income Tax Considerations

This section describes the material U.S. federal income tax consequences to a U.S. holder (as defined below) of owning common shares or ADSs. It applies to you only if you hold your common shares or ADSs as capital assets for tax purposes. This section does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may be relevant to U.S. holders with respect to their ownership and disposition of ADSs or common shares. Accordingly, it is not intended to be, and should not be construed as, tax advice. This section does not apply to you if you are a member of a special class of holders subject to special rules, including:

- a dealer in securities,
- a trader in securities that elects to use a mark-to-market method of accounting for securities holdings,

- a tax-exempt organization,
- a financial institution,
- a regulated investment company,
- a real estate investment trust,
- a life insurance company,
- a person liable for alternative minimum tax,
- a person that directly, indirectly or constructively owns 10% or more of the vote or value of our stock,
- a person that holds common shares or ADSs as part of a straddle or a hedging or conversion transaction,
- a person that purchases or sells common shares or ADSs as part of a wash sale for tax purposes,
- a U.S. holder (as defined below) whose functional currency is not the U.S. dollar,
- a U.S. expatriate,
- a person who acquired our ADSs or common shares pursuant to the exercise of any employee share option or otherwise as compensation, or
- a partnership or other pass-through entity or arrangement treated as such (or a person holding our ADSs or common shares through a partnership or other pass-through entity or arrangement treated as such).

If you are a member of a special class of holders subject to special rules, you should consult your tax advisor with regard to the U.S. federal income tax treatment of an investment in the common shares or ADSs. Moreover, this summary does not address the U.S. federal estate, gift, or the Medicare contribution tax applicable to net investment income of certain non-corporate U.S. holders or alternative minimum tax considerations, or any U.S. state, local, or non-U.S. tax considerations of the acquisition, ownership and disposition of common shares and ADSs.

This section is based on the Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, existing and proposed Treasury regulations, published rulings and court decisions, all as of the date hereof. These laws are subject to change, possibly on a retroactive basis. In addition, obligations of the United States under the Convention may affect the tax liability imposed by the Code.

The laws on which this section is based are subject to differing interpretations. No ruling has been sought from the U.S. Internal Revenue Service (the “U.S. IRS”) with respect to any U.S. federal income tax consequences described below, and there can be no assurance that the U.S. IRS or a court will not take a contrary position. With respect to taxes withheld at source, the Convention has effect for amounts paid or credited on or after February 1, 2024. For all other taxes, the Convention has effect for taxable periods beginning on or after January 1, 2024.

In addition, this section is based in part upon the representations of the Depositary and the assumption that each obligation in the Deposit Agreement and any related agreement will be performed in accordance with its terms.

If an entity that is treated as a partnership for U.S. federal income tax purposes holds the common shares or ADSs, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the common shares or ADSs should consult its tax advisor with regard to the U.S. federal income tax treatment of an investment in the common shares or ADSs.

For purposes of this summary, a “U.S. holder” is a beneficial owner of common shares or ADSs that is a citizen or resident of the United States or a U.S. domestic corporation or that otherwise is subject to U.S. federal income taxation on a net income basis in respect of such common shares or ADSs.

ADSs

In general, and taking into account the earlier assumptions, for U.S. federal income tax purposes, if you hold ADSs evidencing common shares, you will be treated as the beneficial owner of the common shares represented by those

ADSs. Exchanges of common shares for ADSs, and ADSs for common shares, generally will not be subject to U.S. federal income tax.

The U.S. Treasury has expressed concerns that intermediaries in the chain of ownership between the holder of an ADS and the issuer of the security underlying the ADS may be taking actions that are inconsistent with the beneficial ownership of the underlying security. Accordingly, the creditability of any foreign taxes paid and the availability of the reduced tax rate for dividends received by certain non-corporate U.S. holders (as discussed below), could be affected by actions taken by intermediaries in the chain of ownership between the holders of ADSs and us if as a result of actions the holders of ADSs are not properly treated as beneficial owners of the underlying common shares.

Taxation of Dividends

Under the U.S. federal income tax laws, and subject to the passive foreign investment company (“PFIC”) rules discussed below, if you are a U.S. holder, the gross amount of any dividend we pay out of our current or accumulated earnings and profits (as determined for U.S. federal income tax purposes), including the amount deducted and withheld to pay Chilean tax on the dividend payment even though the holder does not receive it, is subject to U.S. federal income taxation. Distributions in excess of current and accumulated earnings and profits, as determined for U.S. federal income tax purposes, will be treated as a non-taxable return of capital to the extent of your adjusted tax basis in the common shares or ADSs, as the case may be, and thereafter as capital gain from the sale or exchange of the common shares or ADSs, as the case may be. However, we do not expect to calculate earnings and profits in accordance with U.S. federal income tax principles. Accordingly, you should expect to generally treat any distributions we make as dividend income for U.S. federal income tax purposes.

If you are a U.S. holder who is an individual, trust, or estate, then dividends paid on the ADSs or common shares that constitute qualified dividend income will be taxable to you at the preferential rates applicable to long-term capital gains. Dividends paid on the ADSs or common shares will be treated as qualified dividend income if:

- (a) the ADSs or common shares, as applicable, are readily tradable on an established securities market in the United States; or (b) we are eligible for benefits of a comprehensive tax treaty with the United States, which the U.S. Treasury determines is satisfactory for this purpose, which includes an exchange of information program;
- we were not, in the year prior to the year in which the dividend was paid, and are not, in the year in which the dividend is paid, a PFIC; and

- you hold the ADSs or common shares, as applicable, for more than 60 days during the 121-day period beginning 60 days before the ex-dividend date and meet other holding period requirements; and you are not under an obligation to make related payments with respect to positions in substantially similar or related property.

We believe that our common shares and ADSs should not be treated as stock of a PFIC for either 2024 or 2025. See additional discussion under the “PFIC Rules,” below.

Following the re-IPO, the ADSs are currently listed on the NYSE, and should qualify as readily tradable on an established securities market in the United States so long as they are so listed. We may also be eligible for benefits of the Convention and the U.S. Secretary of the Treasury has determined that the Convention is satisfactory for purposes of the qualified dividend income definition. Accordingly, we expect that dividends we pay with respect to our common shares and the ADSs will be qualified dividend income (provided that the other conditions listed above are met), although no assurance can be given that dividends we pay with respect to our common shares and the ADS in the future will continue to so qualify. Qualified dividend income received by a U.S. holder who is an individual, trust, or estate may be subject to taxation at the preferential rates applicable to long-term capital gains. Corporate U.S. holders are taxed on dividend income at the U.S. federal corporate income tax rate whether or not the dividend income is qualified dividend income.

The dividend is taxable to you when you receive, in the case of common shares, or the Depositary receives, in the case of ADSs, the dividend, actually or constructively. The dividend will not be eligible for the dividends-received deduction generally allowed to U.S. domestic corporations in respect of dividends received from other U.S. domestic corporations or certain foreign corporations. The amount of the dividend distribution that you must include in your income as a U.S. holder will be the U.S. dollar value of the Chilean pesos payments made, determined at the spot Chilean pesos/

U.S. dollar rate on the date the dividend distribution is includible in your income, regardless of whether the payment is in fact converted into U.S. dollars. Generally, any gain or loss resulting from currency exchange fluctuations during the period from the date you include the dividend payment in income to the date you convert the payment into U.S. dollars will be treated as ordinary income or loss and will not be eligible for the special tax rate applicable to qualified dividend income. The gain or loss generally will be income or loss from sources within the United States for foreign tax credit limitation purposes. The amount of any distribution of property other than cash will be the fair market value of such property on the date of distribution.

The amount of dividend income includes the amount of any Chilean tax withheld from the dividend payment even though you do not in fact receive such amount. Subject to generally applicable limitations and conditions under the Code, Chilean tax withheld and paid over to the Chilean tax authorities (after taking into account the credit for the First Category Tax, when it is available) may be creditable or deductible against your U.S. federal income tax liability. These generally applicable limitations and conditions include requirements adopted in U.S. Treasury regulations promulgated in December 2021. A subsequent notice from the IRS provides temporary relief from such Treasury regulations by allowing taxpayers to apply a modified version of the Treasury regulations for taxable years ending before the date that a notice or other guidance withdrawing or modifying the temporary relief is issued (or any later date specified in such notice or other guidance), provided that the taxpayer consistently applies such modified version of the Treasury regulations and complies with specific requirements set forth in a previous notice.. If you either (i) are eligible for, and properly elect, the benefits of the Convention, or (ii) consistently elect to apply a modified version of the Treasury regulations under temporary guidance as described in the preceding sentence, the Chilean withholding tax on dividends generally will be treated as meeting the requirements and therefore as a creditable tax. In the case of all other U.S. holders, the application of the requirements to the Chilean withholding tax on dividends is uncertain, and we have not determined whether these requirements have been met.

If the Chilean withholding tax on dividends is not creditable for you or if you do not elect to claim a foreign tax credit for any foreign income taxes paid or accrued in the same taxable year, you may be able to deduct the Chilean withholding tax in computing your taxable income for U.S. federal income tax purposes.

Dividends will generally be income from sources outside the United States and, for U.S. holders that elect to claim foreign tax credits, will, depending on your circumstances, generally be “passive category income” for foreign tax credit purposes. The availability and calculation of foreign tax credits and deductions for foreign taxes depend on your particular circumstances and involve the application of complex rules to those circumstances. U.S. holders should consult their tax advisors concerning the application of these rules in their particular circumstances.

Taxation of Capital Gains

Subject to the PFIC rules discussed below, if you sell or otherwise dispose of your common shares or ADSs, you will generally recognize capital gain or loss for U.S. federal income tax purposes equal to the difference between the U.S. dollar value of the amount that you realize and your adjusted tax basis, in your common shares or ADSs, as determined in U.S. dollars. Capital gain of a U.S. holder who is an individual, trust, or estate, is generally taxed at preferential rates where the property is held for more than one year. The deductibility of capital losses is subject to significant limitations. Additionally, the gain or loss will generally be income or loss from sources within the United States for foreign tax credit limitation purposes. Consequently, if Chilean withholding tax is imposed in respect of a sale or other disposition by you of the common shares or ADS, even if the Chilean tax qualifies as a creditable tax, you may not be able to credit the tax against your U.S. federal income tax liability unless such credit can be applied (subject to generally applicable conditions and limitations) against tax due on other income treated as derived from foreign sources. However, if you are eligible for the benefits of the Convention, you may elect to treat such gain as Chilean-source gain under the Convention. Further, as noted above, U.S. Treasury regulations promulgated in December 2021 impose certain additional limitations on the creditability of foreign taxes whose application remains uncertain, provided that if you either (i) are eligible for, and properly elect, the benefits of the Convention, or (ii) consistently elect to apply a modified version of the 2021 U.S. Treasury regulations under temporary guidance as described above, the Chilean withholding tax generally will be treated as meeting the requirements and therefore as a creditable tax. If the Chilean tax is not a creditable tax or you do not claim it as a credit pursuant to the Convention, the tax would reduce the amount realized on the sale or other disposition of the common shares or ADSs even if you have elected to claim a foreign tax credit for other taxes in the same year. U.S. holders should consult their own tax advisors regarding the application of the foreign tax credit rules to a sale or other disposition of the common shares or ADSs and any Chilean tax imposed on such sale or disposition.

If the consideration received for our common shares or ADSs is paid in foreign currency, the amount realized will generally be the U.S. dollar value of the payment received translated at the spot rate of exchange on the date of disposition (or, if the common shares or ADSs are traded on an established securities market at such time, in the case of cash-basis and electing accrual-basis U.S. holders, the settlement date). An accrual basis U.S. holder that does not elect to determine the amount realized using the spot exchange rate on the settlement date will recognize foreign currency gain or loss equal to the difference between the U.S. dollar value of the amount received based on the spot exchange rates in effect on the date of the sale or other disposition and the settlement date. A U.S. holder's initial tax basis in our common shares or ADSs will equal the cost of such ADSs or common shares. If a U.S. holder used foreign currency to purchase our common shares or ADSs, the cost of our common shares or ADSs will be the U.S. dollar value of the foreign currency purchase price on the date of purchase. If our common shares or ADSs are treated as traded on an established securities market and the relevant U.S. holder is either a cash basis taxpayer or an accrual basis taxpayer who has made the special election described above, such holder will determine the U.S. dollar value of the cost of such common shares or ADSs by translating the amount paid at the spot rate of exchange on the settlement date of the purchase.

PFIC Rules

We believe that our common shares and ADSs should not be treated as stock of a PFIC for either 2025 or 2024 and we do not anticipate becoming a PFIC in 2026 or in future taxable years, but this conclusion is a factual determination that is made annually and thus may be subject to change. If we were to be treated as a PFIC, gain realized on the sale or other disposition of your common shares or ADSs would in general not be treated as capital gain. Instead, if you are a U.S. holder, unless you make a timely "mark-to-market" election electing to be taxed annually on a mark-to-market basis with respect to your common shares or ADSs, or you make a timely "qualified electing fund" election to be taxed annually on the earnings and gains of the PFIC attributable to your shares or ADSs (irrespective of distributions), you would be treated as if you had realized such gain ratably over your holding period in the common shares or ADSs and would be taxed at the highest tax rate in effect for each such year to which the gain was allocated, together with an interest charge in respect of the tax attributable to each such year except for the current year. In addition, distributions that you receive from us will not be eligible for the preferential tax rates applicable to qualified dividend income if we are treated as a PFIC with respect to you either in the taxable year of the distribution or the preceding taxable year, but instead will be taxable at the tax rates applicable to ordinary income, and to the extent they are treated as "excess distributions" under the PFIC rules, they will also be subject to the PFIC interest charge described above. A U.S. holder will be required to make an annual filing with the U.S. IRS if such holder holds ADSs or common shares in any year in which we are classified as a PFIC. With certain exceptions, your common shares or ADSs will continue to be treated as stock in a PFIC if we were a PFIC at any time during your holding period in your common shares or ADSs even if we no longer meet the PFIC tests in a later year.

The U.S. federal income tax rules relating to PFICs are complex. Prospective U.S. holders are urged to consult their own tax advisers with respect to the application of the PFIC rules to their investment in the common shares or ADSs.

Information Reporting and Backup Withholding

Dividends paid on, and proceeds from the sale or other disposition of, the shares or ADSs to a U.S. holder generally are subject to the information reporting requirements of the Code and may be subject to backup withholding unless the U.S. holder provides an accurate taxpayer identification number and makes any other required certification or otherwise establishes an exemption. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. holder will be allowed as a refund or credit against the U.S. holder's U.S. federal income tax liability, provided the required information is furnished to the U.S. IRS in a timely manner.

A holder that is not a U.S. holder may be required to comply with certification and identification procedures in order to establish its exemption from information reporting and backup withholding.

Foreign Asset Reporting

Certain U.S. holders who are individuals (and certain entities) that hold an interest in "specified foreign financial assets" (which may include the common shares or ADSs) with an aggregate value in excess of US\$50,000 on the last day of the taxable year, or US\$75,000 at any time during the taxable year are required to report information relating to such assets, currently on Form 8938, subject to certain exceptions (including an exception for stock held in accounts maintained by certain financial institutions). Penalties can apply if U.S. holders fail to satisfy such reporting requirements. U.S. holders

should consult their tax advisors regarding the effect, if any, of this requirement on their ownership and disposition of common shares and ADSs.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We file reports, including annual reports on Form 20-F, and other information with the SEC pursuant to the rules and regulations of the SEC that apply to foreign private issuers. Filings we make electronically with the SEC are available to the public on the Internet at the SEC's website at www.sec.gov and at our website at <https://ir.latam.com/English/results-center/sec-filings/default.aspx> (This URL is intended to be an inactive textual reference only. It is not intended to be an active hyperlink to our website. The information on our website, which might be accessible through a hyperlink resulting from this URL, is not and shall not be deemed to be incorporated into this annual report on Form 20-F.)

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

If we are required to provide an annual report to security holders in response to the requirements of Form 6-K, we will submit the annual report to security holders in electronic format in accordance with the EDGAR Filer Manual.

ITEM 11 QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

General

Given the nature of its business, LATAM is exposed mainly to three types of market risk:

- Fuel price fluctuations;
- Foreign exchange fluctuations; and
- Interest rate fluctuations.

Management assesses the level of our exposure to these risks periodically to determine which one should be hedged and the most effective mechanisms to be implemented. LATAM purchases derivative instruments in foreign

markets to offset market risk exposure, typically utilizing a mix of financial and commodity derivatives. LATAM does not enter into or hold derivative contracts for trading purposes.

For more information on Market Risk, see Note 3 to our audited consolidated financial statements.

Risk of Fluctuations in Fuel Prices

Jet fuel price fluctuations are largely dependent on supply and demand for crude oil, OPEC decisions, refinery capacities, stock levels of crude oil, natural disasters, climatic risk and geopolitical factors.

LATAM fuel consumption for 2025 was 1,444.0 million gallons. To manage its exposure to the cost of fuel, the Company maintains a Fuel Hedging Manual that defines its hedging strategy. Updates to the Manual and the overall hedging strategy are reported to the Board of Directors and the Finance Committee. Exceptions to the Fuel Hedging Manual require approval of the Executive Committee.

Jet Fuel is not the only underlying asset that LATAM may use for hedging purposes. It may also consider derivative instruments in other underlying commodity assets such as ICE Brent, West Texas Intermediate (WTI) or NYMEX Heating Oil (HO).

LATAM has decided to use protective and non-speculative instruments to reduce the operating margin exposure. Also, LATAM will not use financial derivatives to speculate on financial markets and consequently obtain gains from these types of transactions, and will not receive premiums as cash from sold options (nevertheless LATAM could buy and sell options as a structured product).

LATAM periodically reviews its exposure with each counterparty in order to monitor its credit concentration. For more information, see “Item 3. Key Information—D. Risk Factors—Risks Relating to our Business—Our operations are subject to fluctuations in the supply and cost of jet fuel, which could adversely impact our business.”

During 2025, 2024, and 2023 we entered into a mix of swaps and option contracts on JET FUEL 54 USGC with investment grade rated banks. Details of the fuel hedging program are shown below:

	LATAM Fuel Hedging Year ended December 31,		
	2025	2024	2023
	LATAM	LATAM	LATAM
Gallons Purchased / Hedged (million)	743.3	614.2	499.6
% Total Annual Fuel Consumption	51.2%	43.6%	41.6%
Combined Result of Hedges (in millions of US\$ net of premiums)	(19.1)	(18.0)	15.7

As of December 31, 2025, the fair value of our outstanding fuel related derivative contracts was US\$14.0 million (positive).

Gains and losses on the hedging contracts outlined above are recognized as a cost of sales in the income statement when the fuel subject to the hedge is consumed. Premiums paid related to fuel derivative contracts are recorded as prepaid expenses (current assets) and recorded as an expense at the time the contract expires.

Under IFRS Accounting Standards, the fair value of the hedging derivatives is booked as a non-current asset or liability if the remaining maturity of the item is hedged for more than 12 months, and as a current asset or liability if the remaining term of the item is hedged for less than 12 months. The fair value of the derivative contracts is deferred within an equity reserve account. See Note 2.9 to our audited consolidated financial statements. As the current positions do not represent changes in cash flows but a variation in the exposure to the market value, the Company’s current hedge positions have no impact on income; they are booked as cash flow hedge contracts, so a variation in fuel prices has an impact on the Company’s net equity.

The following table shows the sensitivity analysis of our hedging contracts to reasonable changes in fuel prices and their effect on equity. The term used for the projection was December 31, 2026, the last maturity date of

our current fuel hedge contracts. The calculations were made considering a parallel movement of US\$5 per barrel in the curve of the JET futures benchmark price at the end of December 2025, 2024 and 2023.

HO or JET benchmark price	LATAM fuel price sensitivity position as of		
	December 31,		
	2025 LATAM	2024 LATAM	2023 LATAM
	(effect on equity)	(effect on equity)	(effect on equity)
	(millions of US\$ per barrel)		
+5	+17.6	+15.7	+10.8
-5	-15.1	-12.8	-10.7

During the periods presented, the Company has not recorded amounts for ineffectiveness in the consolidated income statement pursuant to IFRS Accounting Standards principles for recognizing and measuring financial instruments.

Given the fuel hedge structure during the year 2025, which considers a portion free of hedge, a vertical drop of US\$5 in the JET reference price (considered as the monthly daily average), would have had an approximate impact of

US\$142.0 million lower fuel cost. For the same period, a vertical increase of US\$5 dollars in the JET reference price (considered as the monthly daily average), would have had an approximate impact of US\$131.5 million higher fuel costs.

Risk of Variation in Foreign Exchange Rates

The functional currency of the LATAM holding company is the U.S. dollar. Since LATAM conducts its business in local currencies in several countries, it faces the risk of variations in multiple foreign currency exchange rates. Depreciation of these currencies against the U.S. dollar could have adverse effects both transactional and translational, because part of our revenues and expenses are denominated in those currencies.

At the same time, LATAM's affiliates are exposed to foreign exchange risk, which could in turn impact the consolidated results of the Company.

The greatest exposure to future cash flows is mainly presented by the subsidiary LATAM Airlines Brazil and volatility in the R\$/US\$ exchange rate. LATAM Airlines Brazil's earnings are generated largely in Brazilian *reais*. We actively manage the R\$/US\$ exchange rate risk by entering into foreign exchange derivative contracts and carrying out internal operations for obtaining natural hedging.

To a lesser extent, the company also faces foreign exchange risk relating to additional currencies such as: Euro, Chilean Peso, Australian Dollars, Argentine Peso, Peruvian Nuevo Sol, Colombian Peso and New Zealand Dollars. Those currencies could be hedged as long as they turn relevant (higher exposure and volatility) to the LATAM's market risk management. As of December 31, 2025, LATAM has US\$355.0 million in notional for Brazilian *reais* foreign exchange hedges.

Because of changes in the values of existing foreign exchange derivative positions do not represent changes in cash flows, but a variation in the exposure of market value, the outstanding hedging positions do not impact results (they are registered as cash flow hedges under IFRS Accounting Standards, therefore, a change in the foreign exchange rate has an impact on the equity of the Company).

Balance sheet exposure of LATAM to the Brazilian Real is related to the functional currency of LATAM Airlines Brazil and its balance sheet currency mismatch, as LATAM Airlines Brazil has a net active position in U.S dollars. When the balance sheet denominated in U.S. dollars is translated to Brazilian Real, the financial results of LATAM Airlines Brazil may fluctuate and therefore could impact LATAM's financial results.

The exposure to the Brazilian real on LATAM Airlines Brazil balance sheet has been reduced from over US\$4 billion since the merger between LAN and TAM in June 2012 to around US\$597 million as of December 31, 2025. The Company continues working to mitigate this exposure through financial and operational mechanisms.

The following table shows the sensitivity of LATAM Airlines Brazil's financial results to changes in the R\$/US\$ exchange rate:

LATAM Airlines Brazil exchange rate sensitivity Position effect on pre-tax earnings as of December 31,			
	2025 LATAM	2024 LATAM	2023 LATAM
	(millions of US\$)		
Appreciation (depreciation) of R\$/US\$			
-10%	-59.7	-54.7	-6.6
+10%	+59.7	+54.7	+6.6
	145		

Our foreign currency exchange exposure as of December 31, 2025 was as follows:

LATAM foreign currency exchange exposure									
	U.S. Dollars		Brazilian		Chilean		Other		Total MUS\$
	MUS\$	% of total	MUS\$	% of total	MUS\$	% of total	MUS\$	% of total	
Current assets	1,821,833	41.6%	1,710,228	39.0%	413,805	9.4%	437,346	10.0%	4,383,212
Other assets	11,283,665	85.1%	1,543,888	11.6%	114,003	0.9%	316,123	2.4%	13,257,679
Total assets	13,105,498	74.3%	3,254,116	18.4%	527,808	3.0%	753,469	4.3%	17,640,891
Current liabilities	2,506,542	34.4%	1,088,157	14.9%	1,176,571	16.1%	2,523,124	34.6%	7,294,394
Long-term liabilities	7,675,888	85.2%	730,631	8.1%	362,312	4.0%	240,464	2.7%	9,009,295
Total liabilities	10,182,430	62.5%	1,818,788	11.2%	1,538,883	9.4%	2,763,588	17.0%	16,303,689
Total equity	1,337,202	100.0%	—	—	—	—	—	—	1,337,202
Total liabilities and equity	11,519,632	65.3%	1,818,788	10.3%	1,538,883	8.7%	2,763,588	15.7%	17,640,891

Risk of Fluctuations in Interest Rates

As of December 31, 2025, LATAM had US\$4.3 billion in outstanding interest-bearing loans. LATAM usually uses interest rate derivatives to reduce the impact of an increase of interest rates. Given this situation, approximately 66% of LATAM outstanding debt as of December 31, 2025, was effectively at a fixed rate.

LATAM's interest-bearing loans can be classified by: variable interest rate debt and fixed interest rate. LATAM's variable interest rate debt amounts to US\$1.4 billion, from which 100% is assigned to aircraft financing. The fixed interest rate debt amounts are US\$2,847 million of which 17% is assigned to aircraft financing and 83% to non-aircraft financing.

As of December 31, 2025, the Company did not maintain interest rate derivative positions in force. As of December 31, 2024, the value of interest rate derivative positions amounted to US\$4.7 million (positive) corresponding to operating lease hedges in order to fix the rents upon delivery of the aircraft.

As of December 31, 2025, the Company did not recognize any losses for premiums paid. As of December 31, 2024, the Company did not recognize any losses for premiums paid.

As of December 31, 2025, the Company recognized a decrease in the right-of-use asset due to the expiration of derivatives for US\$2.2 million (positive) associated with aircraft leases. As of December 31, 2024, the Company recognized an increase in the right-of-use asset due to the expiration of derivatives for US\$82,000 associated with

aircraft leases. As of December 31, 2025, a lower depreciation expense of the right-of-use asset for US\$2.0 million (positive) was recognized. As of December 31, 2024, a lower depreciation expense of the right-of-use asset for US\$1.9 million (positive) was recognized for this same concept.

As of December 31, 2025, the average interest rate of our outstanding interest-bearing long-term debt rate was 6.6%.

The following table summarizes our principal payment obligations on all of our interest-bearing debt as of December 31, 2025, and the related average interest rate for such debt. The average interest rate has been calculated based on the prevailing interest rate on December 31, 2025 for each loan.

LATAM's principal payment obligations by year of expected maturity ⁽¹⁾							
	Average interest rate ⁽²⁾	2026	2027	2028	2029	2030	2031 and thereafter
(millions of US\$)							
Interest-bearing liabilities	6.6%	250	239	516	222	1,545	1,523

(1) At cost.

(2) Average interest rate means the average prevailing interest rate on our debt on December 31, 2025.

The following table shows the sensitivity of changes in our long-term interest-bearing liabilities and capital leases that are not hedged against interest-rate variations. These changes are considered reasonably possible based on current market conditions.

	LATAM's interest rate sensitivity (effect on pre-tax earnings) Position as of December 31,		
	2025 LATAM	2024 LATAM	2023 LATAM
	(millions of US\$)		
Increase (decrease) of future curve SOFR rate			
+100 basis points	-14.35	-9.28	-20.27
-100 basis points	+14.35	+9.28	+20.27

Changes in market conditions produce a change in the valuation of current financial instruments hedging against fluctuations in interest rates, causing an effect on the Company's equity (because they are booked as cash-flow hedges). These changes are considered reasonably possible based on current market conditions. The calculations were made by increasing (decreasing) 100 basis points of the interest rate curve.

	LATAM's interest rate sensitivity (effect on equity) Position as of December 31,		
	2025 LATAM	2024 LATAM	2023 LATAM
	(millions of US\$)		
Increase (decrease) interest rate curve			
Future Rates			
+100 basis points	—	+5.9	—
-100 basis points	—	-6.3	—

During the periods presented, the Company did not record any losses for ineffectiveness in the consolidated income statement for this type of coverage.

There are market-related limitations in the method used for the sensitivity analysis. These limitations derive from the fact that the levels indicated by the futures curves may not be necessarily met and may change in each period.

ITEM 12 DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

In the United States, our common shares trade in the form of ADS, originally issued by The Bank of New York Mellon, as Depositary. Our ADSs commenced trading on the NYSE in 1997. In October 2011, our Depositary bank changed from The Bank of New York Mellon to JP Morgan Chase Bank, N.A. (“JP Morgan”). Since July 2024, each ADS represents two thousand (2,000) common shares. LATAM’s ADSs were relisted on the NYSE on July 25, 2024, following its delisting in June 2020 after entering into the Chapter 11 Restructuring. The relisting occurred following the pricing of a public secondary offering by certain of the LATAM’s shareholders to sell 19,000,000 ADSs at a price of US\$24.00 per ADS (the “re-IPO”). The ADSs trade on the NYSE under the ticker symbol “LTM.” For further information on the

relisting and subsequent offerings of our common stock and ADSs, see “Item 9. The Offer and Listing—A. Offer and Listing Details.”

Fees and Charges for ADR Holders

JP Morgan, as depositary, collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of the distributable property to pay the fees. The depositary may also collect its annual fee for depositary services by deductions from cash distributions, by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.

Persons depositing or withdrawing shares must pay:	For:
US\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	• Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property • Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
US\$0.05 (or less) per ADS	• Any cash distribution to ADS registered holders
A fee equivalent to the fee that would be payable if securities distributed had been shares and the shares had been deposited for issuance of ADSs	• Distribution of securities distributed to holders of deposited securities which are distributed by the depositary to ADS registered holders
US\$0.05 (or less) per ADSs per calendar year	• Depositary services
Registration or transfer fees	• Transfer and registration of shares on the depositary's share register to or from the name of the depositary or its agent when investors deposit or withdraw shares
Expenses of the depositary	• Cable, telex and facsimile transmissions • Conversion of foreign currencies into U.S. dollars
Taxes and other governmental charges the depositary or the custodian has to pay on any ADS or share underlying an ADS, such as stock transfer taxes, stamp duty or withholding taxes	• As necessary
Any charges incurred by the depositary or its agents for servicing the deposited securities	• As necessary

Fees and Direct and Indirect Payments Made by the Depositary to the Foreign Issuer

Past Fees and Payments

During 2025, the Company received US\$ 1,174,419 payment from the depositary for continuing annual stock exchange listing fees, standard out-of-pocket maintenance costs for the ADRs (consisting of the expenses of postage and envelopes for mailing annual and interim financial reports, printing and distributing dividend checks, electronic filing of U.S. Federal tax information, mailing required tax forms, stationery, postage, facsimile, and telephone calls), payments related to applicable performance indicators relating to the ADR facility, underwriting fees and legal fees.

Future Fees and Payments

JP Morgan, as the depositary bank, has agreed to reimburse the Company for certain of our reasonable expenses related to our ADS program and incurred by us. The reimbursements include direct payments (legal and accounting fees incurred in connection with preparation of Form 20-F and ongoing SEC compliance and listing requirements, listing fees, investor relations expenses, advertising and public relations expenses and fees payable to service providers for the distribution of hard copy materials to beneficial ADR holders in the Depositary Trust Company, such as information

related to shareholders’ meetings and related voting instruction cards); and indirect payments (third-party expenses paid directly and fees waived).

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

Management carried out an evaluation, with the participation of the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of December 31, 2025. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon such evaluation, management, with the participation of the Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures, as of December 31, 2025, were effective in providing reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act, as amended, is recorded, processed, summarized and reported within the time periods specified in the applicable rules and forms, and that it is accumulated and communicated to our management including our Chief Executive Officer and Chief Financial Officer as appropriate to allow timely decisions regarding required disclosure.

B. Management's Annual Report on Internal Control Over Financial Reporting

The management of the Company, including the Chief Executive Officer and the Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, as amended.

The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board. The Company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles,

and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of the effectiveness of internal control to future periods are subject to the risk that controls may become inadequate because of changes in conditions, and that the degree of compliance with the policies or procedures may deteriorate. LATAM Airlines Group S.A.'s management, including the Chief Executive Officer and the Chief Financial Officer, has assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2025 based on the criteria established in Internal Control, "Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and, based on such criteria, LATAM Airlines Group S.A.'s management has concluded that, as of December 31, 2025, the Company's internal control over financial reporting is effective. The Company's internal control over financial reporting effectiveness as of December 31, 2025 has been audited by PricewaterhouseCoopers Consultores Auditores y Compañía Limitada, an independent registered public accounting firm, as stated in their report included herein.

C. Attestation Report of the Registered Public Accounting Firm

The effectiveness of our internal control over financial reporting as of December 31, 2025, has been audited by PricewaterhouseCoopers Consultores Auditores y Compañía

Limitada, an independent registered public accounting firm, as stated in their report, which appears herein. See page F-2 of our audited consolidated financial statements.

D. Changes in Internal Controls Over Financial Reporting

There have been no changes that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

ITEM 16 RESERVED

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Board of Directors has appointed on February 22, 2024, Frederico P. Fleury Curado, Michael Neruda and Sonia Villalobos as "Audit Committee Financial Experts" as defined in the instructions to Item 16A of the SEC's Form 20-F. Frederico P. Fleury Curado and Sonia J.S. Villalobos meet the applicable independence requirements of the SEC and Section 303A.02 of the New York Stock Exchange's Listed Company Manual. For a discussion of the role of our audit committee, see "Item 6. Directors, Senior Management and Employees—C. Board Practices—Committees— Board of Directors' Committee and Audit Committee."

ITEM 16B. CODE OF ETHICS

We have adopted a Code of Conduct (the "Code"), as defined in Item 16B of Form 20-F under the Exchange Act that applies to the senior management, including the Board of Directors, as well as all employees. The Code is freely available online at our website, ir.latam.com, under the heading "Corporate Governance" on the Investor Relations page. Our Code is freely available online at our website, ir.latam.com, under the heading "Corporate Governance" on the Investor Relations page. If we amend the provisions of the Code that apply to our senior management or to other persons performing similar functions, or if we grant any waiver of such provisions, we will disclose such amendment or waiver on our website. On February 22, 2024, LATAM updated its Code, which was distributed to employees and collaborators, as well as updated on internal and external websites.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Audit and Non-Audit Fees

The following table sets forth the fees paid to our independent registered public accounting firm, PricewaterhouseCoopers Consultores Auditores y Compañía Limitada ("PwC"), during the fiscal years ended December 31, 2025 and 2024:

	For the year ended December	
	31,	
	2025	2024
	USD (in thousands)	
Audit fees	2,529	2,007
Audit-related fees	-	-
Tax fees	-	-
All Other fees	27	4
Total fees	2,556	2,011

Other fees in the table above are fees billed by PricewaterhouseCoopers as of December 31, 2025, related to Customs & Foreign Exchange consultations in Argentina and attestation services related to consumer regulations in Chile. Fees in 2024 are related to training in connection with Customs & Foreign Exchange.

Board of Directors' Committee Pre-Approval Policies and Procedures

Since January 2004, LATAM has complied with SEC regulations regarding the type of additional services our independent auditors are authorized to offer to us. In addition, our board of directors' Committee has decided to automatically authorize any such accepted services, individually or jointly considered during one calendar year, for an amount of up to 20% of the fees charged by the auditing firm. If the amount of any services, individually or jointly considered during one calendar year, is larger than these thresholds, approval by the board of directors' Committee will be required.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

None.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Share Repurchase Programs

March Share Repurchase Program

On March 17, 2025, at an extraordinary shareholders' meeting, our shareholders approved a program for the acquisition of our common shares, in accordance with Articles 27 A to 27 C and other relevant articles of the Chilean Corporations Act (the "March Program") of up to 1.6% of our total outstanding common shares, which corresponded to 9,671,006,041 common shares as of the date thereof, to be executed until the earlier of the completion of the repurchase or 18 months therefrom, depending on market conditions. The March Program was approved with the purpose of distributing proceeds to shareholders and investing in our common shares. At the Meeting, our board of directors was delegated the authority to set the minimum and maximum purchase price for common shares under the March Program, remaining fully empowered to modify this determination as often as it deems necessary, in its sole discretion and was also authorized to carry out the acquisition of common shares subject to the March Program on stock exchanges through systems that allow for pro rata acquisition of the common shares.

On March 28, 2025, our board of directors agreed to initiate the March Program through the pro rata mechanism of a firm block offer (oferta firme en bloque, or "OFB," for its Spanish acronym) on the SSE for up to 1.6% of our outstanding shares at a price per share of CLP\$15.02, starting on April 1, 2025. Between April 1 and April 30, 2025, we received orders for a total of 24,432,443,247 common shares under the OFB. As a result, on May 2, 2025, we successfully repurchased the full 1.6% of our outstanding shares at an average price of CLP\$15.02, based on a pro rata ratio considering the orders received under the OFB.

June Share Repurchase Program

On June 26, 2025, at an extraordinary shareholders' meeting, our shareholders approved a new program for the acquisition of our common shares, in accordance with Articles 27 A to 27 C and other relevant articles of the Chilean Corporations Act (the "June Program") of up to 3.4% of our total outstanding common shares, which corresponded to 20,550,887,837 common shares as of the date thereof, to be executed until the earlier of the completion of the repurchase or 18 months therefrom, depending on market conditions. At the meeting, our board of directors was also delegated, among other powers indicated therein, the authority to set the minimum and maximum purchase price for common shares under the June Program, remaining fully empowered to modify this determination as often as it deems necessary, in its sole discretion and was also authorized to carry out the acquisition of common shares subject to the June Program on stock exchanges through system that allow for pro rata acquisition of the common shares.

On June 27, 2025, our board of directors agreed to initiate the June Program through the pro rata mechanism of an OFB on the SSE for up to 2.4% of our outstanding shares (i.e., up to 14,506,509,062 common shares) at a price per share of CLP\$19.00, starting on July 1, 2025. On July 29, 2025, we approved an increase in the price of the OFB to CLP\$20.60 per common share. All other terms and conditions of the OFB remain unchanged. On July 30, 2025, we approved an increase in the maximum percentage of shares to be acquired under the OFB, for up to 3.4% of our outstanding shares (i.e., up to 20,550,887,837 shares). Between July 1 and July 30, 2025, we received orders for a total of 62,260,449,934 common shares under the June Program OFB. As a result, we successfully repurchased the full 3.4% of our outstanding shares at an average price of CLP\$20.60, based on a pro rata ratio considering the orders received under the June OFB.

Such purchases may benefit from the safe harbors provided by Rule 10b-18 and/or Rule 10b5-1, under the Exchange Act. The actual timing, number and value of common shares repurchased under the Programs were dependent on several factors, including constraints specified in the Rule 10b-18, price, general business and market conditions, and alternative investment opportunities. The repurchase programs did not obligate us to acquire any specific number of common shares in any period, and could be expanded, extended, modified or discontinued at any time.

From January 1, 2025, to December 31, 2025, we repurchased an aggregate of 30,221,893,878 common shares at an average price of approximately CLP\$18.81 per common share (excluding broker and transaction fees). The following table provides information about purchases by us during fiscal year 2025 of our outstanding common shares:

	Total	Number	of Average	Price Total	Number	of Maximum	Number
	Shares Purchased		Paid per	Share Shares	Purchased as (or	Approximate	
			CLP\$	Part of	Publicly Dollar	Value) of	
				Announced Programs	Shares (or ADSs) that		
					May	Yet	Be
					Purchased	Under	the
					Programs		
January 1, 2025 – January 31, 2025	\$	—	\$	—	\$	—	—
February 1, 2025 – February 28, 2025	\$	—	\$	—	\$	—	—
March 1, 2025 – March 31, 2025	\$	—	\$	—	\$	—	9,671,006,041
April 1, 2025 – April 30, 2025	\$	9,671,006,041	\$	15.02	\$	9,671,006,041	\$
May 1, 2025 – May 31, 2025	\$	—	\$	—	\$	—	—
June 1, 2025 – June 30, 2025	\$	—	\$	—	\$	—	20,550,887,837
July 1, 2025 – July 31, 2025	\$	20,550,887,837	\$	20.60	\$	20,550,887,837	\$
August 1, 2025 – August 31, 2025	\$	—	\$	—	\$	—	—
September 1, 2025 – September 30, 2025	\$	—	\$	—	\$	—	—
October 1, 2025 – October 31, 2025	\$	—	\$	—	\$	—	—
November 1, 2025 – November 30, 2025	\$	—	\$	—	\$	—	—
December 1, 2025 – December 31, 2025	—	—	—	—	—	—	—
Total		30,221,893,878		18.81		30,221,893,878	30,221,893,878

On October 17, 2025, at an extraordinary shareholders’ meeting, our shareholders approved (i) the cancellation of 30,221,893,878 common shares of the Company, acquired under the March Program and the June Program, which represent an amount of subscribed and paid capital of US\$585.4 million and (ii) the resulting reduction of our share capital by the same amount. For further information on our shares held in treasury, see “Item 10. Additional Information—B. Memorandum and Articles of Association—Treasury Stock.”

ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT

None.

ITEM 16G. CORPORATE GOVERNANCE

New York Stock Exchange Corporate Governance Comparison

Pursuant to Section 303A.11 of the Listed Company Manual of the NYSE, we are required to provide a summary of the significant ways in which our corporate governance practices differ from those required from U.S. companies under the NYSE listing standards. We are a Chilean Corporation with shares listed on the SSE and the Chilean Electronic Exchange and our ADSs listed on the NYSE. Our corporate governance practices are governed by our bylaws, the Chilean Corporation Law and the Securities Market Law.

The table below discloses the significant differences between our corporate governance practices and NYSE standards.

NYSE Standards

Our Corporate Governance Practice

Director Independence. *Majority of board of directors must be independent. §303A.01*

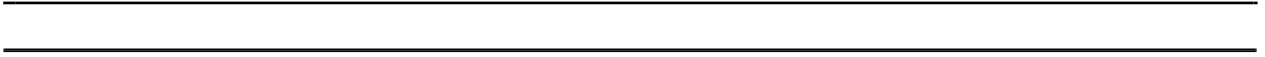
Under Chilean law, we are not required to have a majority of independent directors on our board, but according to Chilean law, the Company's directors cannot serve as executive officials.

Our board of directors' committee (all of whom are members of our board of directors) is composed of three board members, two of whom must be independent if we have a sufficient number of independent board members on our board.

The definition of independence applicable to us pursuant to the Chilean Corporation Law differs in certain respects from the definition applicable to U.S. issuers under the NYSE rules.

Pursuant to Law No. 20,382 on Corporate Governance, which came into effect on January 1, 2010, we are also required to have at least one independent board member.

Starting on January 1, 2010, directors are deemed to be independent if they have not fallen within any of the following categories during the 18 months prior to their election: (i) had a relevant relationship, interest or dependence on us, our affiliates, controlling shareholders, main executives or any of them, or had served any of the foregoing as directors, managers, administrators, main executives or advisors; (ii) had a close family relationship with any of the individuals indicated in (i); (iii) had served as directors, managers, administrators or main executives in a non-profit organization which received significant funds from the individuals indicated in (i); (iv) had been a partner or shareholder (with a direct or indirect participation in excess of 10%) in, or had served as directors, managers, administrators or main executives at a company which has rendered legal or consulting services (for relevant amounts) or external auditing services to the individuals indicated in (i); (v) had been a partner or shareholder (with a direct or indirect participation in excess of 10%) in, or had served as directors, managers, administrators or main executives, our main competitors, suppliers or clients. In addition, the election of such an independent director is subject to a procedure set forth by the cited Corporation Law.



Compensation committee. *Compensation committee of independent directors is required, which must approve executive officer compensation. The committee must have a charter specifying the purpose, duties and evaluation procedures of the committee. §303A.05*

We are not required to have a compensation committee. Pursuant to the Chilean Corporation Law, our board of directors' committee must approve our senior management's and employee's compensation.

Equity compensation plans. *Equity compensation plans require shareholder approval, subject to limited exemptions. §303A.08*

Under the Chilean Corporation Law, equity compensation plans require shareholders' approval.

Disclosure of Corporate Governance. *Listed companies must adopt and disclose corporate governance guidelines. §303A.09*

Chilean law does not require that corporate governance guidelines be adopted. Directors' responsibilities and access to management and independent advisors are directly provided for by applicable law. Directors' compensation is approved at the annual meeting of shareholders, pursuant to applicable law.

Code of Ethics. *Corporate governance guidelines and a code of business conduct and ethics is required, with disclosure of any waiver for directors or executive officers. §303A.10*

We have adopted a code of conduct applicable to our senior management, including our chief executive officer, our chief financial officer and our chief accounting officer, as well as to other employees. Our code is freely available online at our website, ir.latam.com, under the heading "Governance" in the Investor Relations informational page. In addition, upon written request, by regular mail to LATAM Airlines Group S.A., Investor Relations Department, attention: Investor Relations, Av. Presidente Riesco 5711, 20th floor, Comuna Las Condes, Santiago, Chile or by e-mail at Investor.Relations@latam.com, we will provide any person with a copy of our code of conduct without charge. We are required by Item 16B of Form 20-F to disclose any waivers granted to our chief executive officer, chief financial officer, principal accounting officer and persons performing similar functions.

Disclosure of Compliance. *Each listed company CEO must (a) certify to the NYSE each year that he or she is not aware of any violation by the listed company of NYSE corporate governance listing standards; (b) promptly notify the NYSE in writing after any executive officer becomes aware of any material non-compliance with any applicable provisions of Section 303A; and (c) must submit an*

Not required in the Chilean regulations. The Company must only comply with Section 303A.12 (b) and (c).

Initial or Continued Listing. *The initial or continued listing of any security of an issuer that is not in compliance with the recovery policy for erroneously awarded compensation pursuant to the provisions of Section 303A.14 is prohibited. §303A.14*

Not specified in the Chilean regulations.

Audit Committee and Board of Director's Committee. *Listed companies must have an audit committee that satisfies the requirements of Rule 10A-3 under the Exchange Act. All audit committee members must satisfy the requirements for independence. §303A.06.*

Under Chilean law, we are required to have a board of director's committee composed of three board members. We are required, to the extent possible, to appoint a majority of independent board members to the board of director's committee. To comply with U.S. law independence requirements, as of December 31, 2024 we have also created an Audit Committee composed of two members.

The disclosure of the significant ways in which our corporate governance practices differ from those required for U.S. companies under the NYSE listing standards is also posted on our website and can be accessed at ir.latam.com.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 16J. INSIDER TRADING POLICIES

LATAM has adopted comprehensive policies and procedures to ensure compliance with insider trading laws, rules, regulations and applicable listing standards, including:

- i. Code of Conduct, which outlines the ethical standards and general behavioral guidelines applicable to all directors, officers, and employees, including provisions to prevent the misuse of material non-public information.
- ii. Manual for the Management of Market-Relevant Information, which provides specific policies and procedures regarding the management, disclosure, and safeguarding of material non-public information to promote transparency and compliance with market regulations.

iii. Code of Conduct for Senior Financial Officers, which establishes additional standards and responsibilities for LATAM's senior financial executives to ensure integrity, transparency, and compliance with financial and market regulations, including those related to insider trading.

These policies collectively address key aspects of insider trading prevention, including pre-clearance requirements for securities transactions, defined blackout periods, and guidelines for the appropriate handling of sensitive information. LATAM Airlines Group is committed to regularly reviewing and updating these policies to ensure alignment with evolving regulatory requirements and best practices.

ITEM 16K. CYBERSECURITY

Ensuring adequate levels of protection and cybersecurity for its operations and business process is a priority for LATAM group, as well as safeguarding the information of its customers, investors, employees and suppliers. To achieve its protection and cybersecurity objectives, the Company has a team that is thoroughly trained to provide comprehensive support in areas such as cybersecurity governance, risk and compliance, vulnerability management, awareness and training, data protection, cybersecurity architecture, offensive prevention, network team operations, identity and logical access management, cyber defense, and threat intelligence. These areas are interconnected and deeply involved in the risk management process, under the leadership of the Chief Information Security Officer ("CISO"), André Pires Magalhães.

The cybersecurity operating model maintains its foundation in international frameworks such as the NIST Cybersecurity Framework (“CSF”) and, for cybersecurity risk management, it also integrates with ISO/IEC 27001, 27005, and 31000. In this regard, during the 2025 fiscal year, LATAM group completed the transition to the Factor Analysis of Information Risk (“FAIR”) quantitative methodology, achieving the quantification of 100% of its technological risks through the technological platform implemented for this purpose. Consequently, risk quantification continues to mature, providing a solid cost-benefit basis for decision-making and the development of initiatives that improve the maturity of controls. This capability establishes an improvement in the identified risk scenarios and will continue to be strengthened during 2026 as part of the continuous improvement cycle, with plans to integrate real-time quantification, predictive analysis, and provider accountability to achieve proactive resilience.

In response to the emerging risk posed by the supply chain, in 2025 LATAM group implemented the TPRM Evolution Plan, which consisted of improvements to strengthen the process of classifying suppliers according to their criticality and reinforcing the adoption of continuous security monitoring through the Bitsight tool. Progress was also made in the evaluation and selection of a comprehensive risk management tool based on AI, thus laying the foundations for optimizing evaluation times and expanding the coverage of supplier analysis, with final deployment planned for the third quarter of 2026.

As a favorable result of the combination of multiple continuous improvement initiatives, evolving opportunity management within the vulnerability management program, identity-based security strategies, and an overall risk-based preventive approach, LATAM group managed to maintain vulnerabilities at consistently low levels during 2025, reinforcing its Zero Trust architecture along with security and privacy by design and by default.

A milestone of high strategic relevance in 2025 was obtaining the ISO/IEC 27001:2022 certification for the Information Security Management System (“ISMS”), granted by the international accrediting entity AENOR (Registration Number: ES-SI-0135/2025). The initial scope of this certification focused strategically on the Company's comprehensive vulnerability management program, validating the implementation of the ISMS and the robustness of the Company's preventive processes. This accreditation demonstrates LATAM's transparency in aligning its processes with international standards of excellence, contributing directly to operational and strategic security in the protection of its critical assets. There are plans to continue expanding the scope of this ISMS in the following years.

In line with this commitment, the strengthening of controls also allowed for the attainment of the PCI DSS v4.0.1 certification, which validates the secure processing of customer transactional data.

Furthermore, LATAM group has advanced toward an intelligent defense by initiating a project to modernize cyber defense capabilities, which is planned to complete implementation during 2026. This will continue to harden the Company's security posture, which was robust and resilient enough during 2025 to close the year with zero assets compromised, despite the multiple daily attack attempts identified. Accordingly, it is reiterated that during the last

four fiscal years, the Company's business strategy and financial condition have not been materially affected by cybersecurity threats.

These results were also possible thanks to the continuous reinforcement of the Cybersecurity Team's capabilities, focusing on crisis and incident response. The program of crisis simulation exercises and cyber war-gaming deployed during 2025 allowed these milestones to be capitalized on successfully.

These efforts are complemented by the recent creation of a cybersecurity automation area, which centralizes technological development in this field, not only to automate repetitive tasks and free up resources but also to strengthen capabilities using Infrastructure as Code (“IaC”) for agile management.

During 2025, the cybersecurity awareness and culture program was strengthened through a specialized approach based on role and function criticality. Regular phishing simulations, communication campaigns, and webinars were conducted on critical topics such as data privacy, secure development practices, and the ethical and secure use of AI. These initiatives include a mandatory annual e-learning course on Information Security for all employees and external collaborators. Additionally, LATAM group has extended its protection strategy to its customers, incorporating educational content on its website (latam.com) to help them recognize fraud and phishing, vishing, and smishing attacks.

In line with cybersecurity compliance, specific advances are highlighted in the adherence to multiple regional and global regulations applicable in the jurisdictions where LATAM group operates. The Company successfully completed its registration with the Chilean and Italian regulators, the National Cybersecurity Agency (ANCI) and the National Cybersecurity Agency (ACN), respectively. The former corresponds to the entry into force of Chilean Law No. 21,663 (Framework Law on National Cybersecurity) and the latter to Italian Legislative Decree No. 138/2024, which formally

transposes the NIS2 Directive in that country. Thus, LATAM is formally established before these regulators and prepared to report cybersecurity incidents and/or cyberattacks with significant material impact.

In the area of supplier compliance and due diligence, LATAM group consolidated a robust contractual strategy that integrates specific privacy clauses and requires adherence to the Supplier Code of Conduct, ensuring that data processing is strictly limited to informed and legal purposes. Additionally, in the case of critical suppliers, the requirement for independent audit reports, such as current international certifications including ISO 27001, SOC2 Type II, and PCI DSS, was reinforced, thus ensuring that strategic partners maintain security standards aligned with the Company's policies.

Regarding data protection compliance, during the reported period, LATAM group continued to progress in adapting to changes introduced by new legislation published in its operating jurisdictions. The focus remained on the progressive strengthening of internal controls, contractual frameworks, and corporate documentation in line with applicable regulatory requirements. Specifically, in Chile, Law No. 21,719 (Framework Law for the Protection and Processing of PII); in Brazil, the General Data Protection Law (LGPD) and ANPD Resolution No. 19/2024 (International transfers of PII); and in Peru, Supreme Decree No. 016-2024-JUS (PII regulatory framework), which came into full effect in March 2025. In this context, LATAM group updated and simplified its technological data protection controls under a privacy-by-design approach, strengthening security and risk management. Key milestones of this period include automation of ARCO rights (Access, Rectification, Cancellation, and Opposition) in Brazil, achieving a 50% reduction in response time to customers, with plans to expand this model to other jurisdictions in the future.

Implementation of AI in contractual reviews across the organization to provide greater traceability and consistency to contracts, particularly optimizing compliance in international data transfers.

Due Diligence on Third-Party Incident

Although LATAM's systems and processes did not suffer security breaches, cyberattacks, or actual service interruptions, it is important to mention that in July 2025, a security event was identified originating from an external service provider, which resulted in a data leak. In compliance with internal incident management protocols, third-party due diligence, and applicable regulations, LATAM responded in a timely manner, notifying the competent authorities in the affected jurisdictions. The internal evaluation concluded that this event did not have a material impact on the Company's information assets.

To date, there have been no material investigations or inquiries by data protection authorities involving LATAM group.

Governance

The core foundations of cybersecurity governance at LATAM group remained consistent during 2025 with what was reported in this item for the previous period's 20-F report. LATAM group maintained a robust governance structure with specialized teams responsible for the development and continuous improvement of the cybersecurity program. The CISO plays a crucial role in the design and maintenance of the risk management system, reporting to the VP of IT (“CIO”), Juliana Ríos, who in turn reports to the CEO of the Company, Roberto Alvo. For further information, see “Item 6. Directors, Senior Management and Employees.”

During 2025, the CISO position continued to be held by André Pires Magalhães. He holds an academic background in Electronic Engineering from the University of São Paulo (Brazil, 2000), an MBA in Corporate Management from the Getulio Vargas Foundation (Rio de Janeiro, Brazil, 2004), and multiple international certifications in Information Security and Governance, such as ITIL Foundation, ISO/IEC 27001 Audit Leader, CRISC, CISM, CISA, and CGEIT. Additionally, André has over 21 years of professional experience focused on risk management, information security, and cybersecurity, leading multidisciplinary teams in various economic sectors in South America, including companies such as FALABELLA Corporate, Banco Santander Chile, PRODUBAN Chile (ISBAN), General Motors (Chile, Peru, and Brazil), CPM Braxis Technology (Brazil), Natura Cosmetics (Brazil), and Alcoa Aluminio S.A. (Brazil).

The robust governance structure at the collegiate level also remained in place in 2025, headed by the Cybersecurity Committee for Technological Risks, which oversees compliance with strategic information security planning and the implementation of risk mitigation measures throughout the group. This commitment translates into active

management by senior management, which, through regular meetings, assesses cybersecurity risk tolerance and ensures the allocation of the necessary financial, human, and infrastructure resources.

The CISO reports monthly to the Executive Committee on strategic progress, integrating results from external maturity assessments conducted by renowned independent experts, such as Mandiant, to ensure program effectiveness.

The primary role of the Board of Directors and the Executive Committee is to oversee the Company's security management program, acknowledging that management is responsible for designing, implementing, and maintaining an effective program to protect and mitigate data privacy and cybersecurity risks. Board oversight is strengthened by the technical expertise of its members, notably Frederico Curado for his background in technological risk management and innovation, and Sonia Villalobos, whose certification in Cybersecurity Oversight from Carnegie Mellon University reinforces the Board's capacity for threat monitoring and strategic crisis preparedness.

The Audit Committee of LATAM continued to perform an independent oversight function over risk management during 2025 which are managed by the Internal Audit department. This includes focusing specifically on third-party risk management and other aspects of cybersecurity management.

Finally, to strengthen the command and cybersecurity governance structure, the Cybersecurity Strategy and Governance Office (“OEGC”) was created in 2025. This office is responsible for leading strategic cybersecurity governance and centrally managing the execution of the strategy, ensuring total alignment with the Company's corporate goals and objectives.

PART III

ITEM 17 FINANCIAL STATEMENTS

See “Item 18. Financial Statements.”

ITEM 18 FINANCIAL STATEMENTS

See our consolidated Financial Statements beginning on page F-1.

ITEM 19 EXHIBITS

The agreements and other documents filed as exhibits to this Annual Report on Form 20-F are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and for the benefit of the other parties to the agreements and they may not describe the actual state of affairs as of the date they were made or at any other time.

The exhibit index attached hereto is incorporated herein by reference.

Exhibit No.	Description
1.1*	<u>Amended and Restated By-laws of LATAM Airlines Group S.A., dated November 25, 2025.</u>
2.1	<u>Third Amended and Restated Deposit Agreement dated as of September 21, 2017, among the Company and its successors and JPMorgan Chase Bank N.A. (incorporated herein by reference to Exhibit 99(a)(1) to the Company's Registration Statement on Form F-6 (File No. 333-262919) filed with the SEC on February 22, 2022).</u>
2.2	<u>Amendment No. 1 dated as of March 12, 2021, to the Third Amended and Restated Deposit Agreement dated as of September 21, 2017, between the Company and JPMorgan Chase Bank N.A. (incorporated herein by reference to Exhibit 99(a)(2) to the Company's Registration Statement on Form F-6 (File No. 333-262919) filed with the SEC on February 22, 2022).</u>
2.3	<u>Amendment No. 2 dated as of July 24, 2024, to the Third Amended and Restated Deposit Agreement dated as of September 21, 2017, between the Company and JPMorgan Chase Bank N.A. (incorporated by reference to Exhibit 99(a)(3) to the Company's Registration Statement on Form F-6 (File No. 333-280864) filed with the SEC on July 18, 2024).</u>
2(d)*	<u>Description of Securities Registered under Section 12(b) of the Exchange Act.</u>
2.4##†	<u>Indenture, dated as of October 18, 2022, among the Company and Wilmington Trust, National Association, as trustee and as collateral trustee relating to the 13.375% Senior Secured Notes due 2029 (incorporated by reference to Exhibit 4.49 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 10, 2023).</u>
2.5##†	<u>Indenture, dated as of October 15, 2024, among the Company and Wilmington Trust, National Association, as trustee and as collateral trustee relating to the 7.875% Senior Secured Notes due 2030 (incorporated by reference to Exhibit 2.6 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 13, 2025)</u>
2.6##†*	<u>Indenture, dated as of July 7, 2025, among the Company and Wilmington Trust, National Association, as Collateral Trustee, as trustee and as collateral trustee, relating to the 7.625% Senior Secured Notes due 2031.</u>
4.1.1†	<u>Amendment No. 2, dated as of October 4, 2005, to the Second A320-Family Purchase Agreement dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (as successor to Airbus Industry) (incorporated by reference to Exhibit 4.1.1 to the Company's Amended Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on May 7, 2007).</u>
4.1.2†	<u>Amendment No. 3, dated as of March 6, 2007, to the Second A320-Family Purchase Agreement, dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated by reference to Exhibit 4.2.1 to the Company's Amended Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on June 30, 2006).</u>
4.1.3†	<u>Amendment No. 5, dated as of December 23, 2009, to the Second A320-Family Purchase Agreement, dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated by reference to Exhibit 4.1.3 to the Company's Amended Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on June 29, 2010).</u>
4.1.4†	<u>Amendments No. 6, 7, 8 and 9 (dated as of May 10, 2010, May 19, 2010, September 23, 2010 and December 21, 2010, respectively), to the Second A320-Family Purchase Agreement dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated by</u>

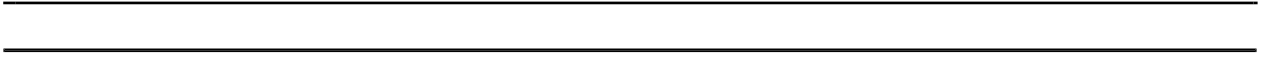


Exhibit No.	Description
4.1.5†	<u>Amendments No. 10 and 11 (dated as of June 10, 2011 and November 8, 2011, respectively), to the Second A320-Family Purchase Agreement, dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated by reference to Exhibit 4.1.5 to the Company's Annual Report on Form 20-F (File No. 001-14728), filed with the SEC on April 2, 2012).</u>
4.1.6†	<u>Amendment No. 12 (dated as of November 19, 2012), to the Second A320-Family Purchase Agreement, dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated by reference to Exhibit 4.1.6 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2013).</u>
4.1.7†	<u>Amendment No. 13 (dated as of August 19, 2013), to the Second A320-Family Purchase Agreement dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated by reference to Exhibit 4.1.7 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2013).</u>
4.1.8†	<u>Amendments No. 14, 15, 16 and 17 (dated as of March 31, 2014, May 16, 2014, July 15, 2015 and December 11, 2014, respectively), to the Second A320-Family Purchase Agreement dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated by reference to Exhibit 4.1.8 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.1.9†	<u>Novation Agreement (dated as of October 30, 2014) between TAM Linhas Aereas S.A., LATAM Airlines Group S.A. and Airbus S.A.S., relating to the A320 Family/A330 purchase agreement dated November 14, 2006, as amended and restated, between Airbus S.A.S. and TAM Linhas Aereas S.A. (incorporated by reference to Exhibit 4.1.9 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.1.10†	<u>Amendment No. 18 (dated as of August 4, 2021), to the Second A320-Family Purchase Agreement dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated herein by reference to Exhibit 4.1.10 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 30, 2022).</u>
4.2†	<u>Aircraft Lease Common Terms Agreement between GE Commercial Aviation Services Limited and LATAM Cargo, dated as of April 30, 2007, and Aircraft Lease Agreements between Wells Fargo Bank Northwest N.A., as owner trustee, and LATAM Cargo, dated as of April 30, 2007 (incorporated by reference to Exhibit 4.3 to the Company's Amended Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on May 7, 2007).</u>
4.3†	<u>Purchase Agreement No. 3256 between the Company and The Boeing Company relating to Boeing Model 787-8 and 787-9 aircraft, dated as of October 29, 2007, (incorporated by reference to Exhibit 4.5 to the Company's Amended Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on June 25, 2008).</u>
4.3.1†	<u>Supplemental Agreements No. 1 and 2, (dated March 22, 2010 and July 8, 2010, respectively) to the Purchase Agreement No. 3256, dated October 29, 2007, as amended, between the Company and The Boeing Company (incorporated by reference to Exhibit 4.5.1 to the Company's Amended Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on May 5, 2011).</u>
4.3.2†	<u>Supplemental Agreement No. 3, dated as of August 24, 2012, to the Purchase Agreement No. 3256, as amended, between the Company and The Boeing Company, dated as of October 29, 2007</u>

Exhibit No.	Description
4.3.5†	<u>Supplemental Agreements No. 6 and 7 (dated as of May 27, 2016, and December 20, 2016, respectively) to the Purchase Agreement No. 3256, as amended, between the Company and The Boeing Company, dated as of October 29, 2007 (incorporated herein by reference to Exhibit 4.5.5 of the Company's Annual Report on Form 20-F (File No 001-14728) filed with the SEC on March 29, 2017).</u>
4.3.6†	<u>Supplemental Agreement No. 18 (dated as of April 29, 2021) to the Purchase Agreement No. 3256, as amended, between the Company and The Boeing Company, dated as of October 29, 2007 (incorporated herein by reference to Exhibit 4.3.6 of the Company's Annual Report on Form 20-F (file No 001-14728) filed with the SEC on March 30, 2022).</u>
4.3.7##	<u>Supplemental Agreement No. 19 (dated August 30, 2023) to the Purchase Agreement No. 3256 as amended, between the Company and The Boeing Company, dated as of October 29, 2007 (incorporated herein by reference to Exhibit 4.3(7) of the Company's Annual Report on Form 20-F (file No 001-14728) filed with the SEC on February 22, 2024).</u>
4.3.8##	<u>Supplemental Agreement No. 20 (dated August 13, 2024) to the Purchase Agreement No. 3256 as amended, between the Company and The Boeing Company, dated as of October 29, 2007 (incorporated herein by reference to Exhibit 4.3(8) in the Company's Annual Report on Form 20-F (file No 001-14728) filed with the SEC on March 13, 2025).</u>
4.4†	<u>General Terms Agreement No. CFM-1-2377460475 and Letter Agreement No. 1 to General Terms Agreement No. CFM-1-2377460475 between the Company and CFM International, Inc., both dated December 17, 2010 (incorporated herein by reference to Exhibit 4.6 in the Company's amended Annual Report on Form 20-F (file No 001- 14728) filed with the SEC on May 5, 2011).</u>
4.5†	<u>Rate Per Flight Hour Engine Shop Maintenance Services Agreement between the Company and CFM International, Inc., dated December 17, 2010 (incorporated herein by reference to Exhibit 4.7 in the Company's Amended Annual Report on Form 20-F (file No 001-14728) filed with the SEC on May 5, 2011).</u>
4.6.1##	<u>Rate Per Flight Hour Agreement for Engine Shop Maintenance Services between the Company and CFM International, Inc., dated June 29, 2016 (incorporated herein by reference to Exhibit 4.6(1) in the Company's Annual Report on Form 20-F (file No 001-14728) filed with the SEC on February 22, 2024).</u>
4.6.2##	<u>Amendment No. 7, dated December 22, 2023, to the Rate Per Flight Hour Agreement for Engine Shop Maintenance Services among the Company and CFM International, Inc. and GE Celma Ltda., dated June 29, 2016 (incorporated herein by reference to Exhibit 4.6(2) in the Company's Annual Report on Form 20-F (file No 001-14728) filed with the SEC on February 22, 2024).</u>
4.7	<u>Implementation Agreement, dated as of January 18, 2011, among the Company, Costa Verde Aeronáutica S.A., Inversiones Mineras del Cantábrico S.A., TAM, TAM Empreendimentos e Participações S.A. and Maria Cláudia Oliveira Amaro, Maurício Rolim Amaro, Noemy Almeida Oliveira Amaro and João Francisco Amaro (incorporated herein by reference to Exhibit 4.9 in the Company's Amended Annual Report on Form 20-F (file No 001-14728) filed with the SEC on May 5, 2011).</u>
4.7.1	<u>Extension Letter to the Implementation Agreement and Exchange Offer Agreement, dated January 12, 2012, among the Company, Costa Verde Aeronáutica S.A., Inversiones Mineras del Cantábrico</u>

Exhibit No.	Description
4.11	<u>Shareholders Agreement, dated as of January 25, 2012, among the Company, TEP Chile S.A., Holdco I S.A. and TAM (incorporated herein by reference to Exhibit 10.11 to the Company's Amended Registration Statement on Form F-4 (File No. 333-177984) filed with the SEC on February 9, 2012).</u>
4.12†	<u>Letter Agreement No. 12 (GTA No. 6-9576), dated July 11, 2011, between the Company and the General Electric Company (incorporated herein by reference to Exhibit 4.1.5 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 2, 2012).</u>
4.13†	<u>A320 NEO Purchase Agreement, dated as of June 22, 2011, between the Company and Airbus S.A.S. (incorporated herein by reference to Exhibit 4.20 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 2, 2012).</u>
4.13.1†	<u>Amendments No. 1, 2 and 3 (dated as of February 27, 2013, July 15, 2014 and December 11, 2014, respectively), to the A320 NEO Purchase Agreement dated as of June 22, 2011, between the Company and Airbus S.A. (incorporated herein by reference to Exhibit 4.20.1 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.13.2†	<u>Letter Agreement No. 1 (dated as of July 15, 2014) to Amendment No. 2 (dated as of July 15, 2014) to the A320 NEO Purchase Agreement dated as of June 22, 2011, between the Company and Airbus S.A.S. (incorporated herein by reference to Exhibit 4.20.2 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.13.3†	<u>Amendment No. 4, 5 and 6 (dated as of April 15, 2016, April 15, 2016, and August 8, 2016, respectively), to the A320 NEO Purchase Agreement dated as of June 22, 2011, between the Company and Airbus S.A.S (incorporated herein by reference to Exhibit 4.14.3 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 29, 2017).</u>
4.13.4†	<u>Amendment No. 9 (dated as of August 4, 2021), to the A320 NEO Purchase Agreement dated as of June 22, 2011, between the Company and Airbus S.A.S. (incorporated herein by reference to Exhibit 4.11.4 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 30, 2022).</u>
4.13.5##	<u>Amendment No. 10 (dated as of August 17, 2023) to the A320 NEO Purchase Agreement dated as of June 22, 2011, between the Company and Airbus S.A.S. (incorporated herein by reference to Exhibit 4.13.5 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on February 22, 2024).</u>
4.14†	<u>Buyback Agreement No. 3001 relating to One (1) Airbus A318-100 Aircraft MSN 3001, dated as of April 14, 2011, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.21 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 2, 2012).</u>
4.15†	<u>Buyback Agreement No. 3001 relating to One (1) Airbus A318-100 Aircraft MSN 3001, dated as of April 14, 2011, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.22 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 2, 2012).</u>
4.16†	<u>Buyback Agreement No. 3062, to One (1) Airbus A318-100 Aircraft MSN 3062, dated as of May 13, 2011, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.23 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the</u>

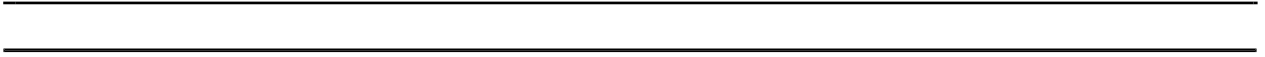


Exhibit No.	Description
4.20†	<u>Buyback Agreement No. 3371, dated as of July 25, 2012, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.27 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2013).</u>
4.21†	<u>Buyback Agreement No. 3390, dated as of October 26, 2012, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.28 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC April 30, 2013).</u>
4.22†	<u>Buyback Agreement No. 3438, dated as of December 5, 2012, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.29 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2013).</u>
4.23†	<u>Agreement No. 3469, dated as of January 4, 2013, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.30 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2013).</u>
4.24†	<u>Buyback Agreement No. 3509, dated as of February 20, 2013, between the Company and Airbus Financial Services (incorporated herein by reference to Exhibit 4.31 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2013).</u>
4.25	<u>Family Purchase Agreement, dated March 19, 1998, between Airbus S.A.S. (formerly known as Airbus Industries GIE) and LATAM Airlines Brazil and as successor in interest in TAM-Transportes Aéreos Regionais S.A.) (incorporated herein by reference to Exhibit 10.1 to the sixth pre-effective amendment to the Company's Registration Statement on Form F-1 (File No. 333-131938) filed with the SEC on March 2, 2006).</u>
4.25.1†	<u>Amendment No. 12 (dated as of November 19, 2012), to the Second A320-Family Purchase Agreement, dated as of March 20, 1998, as amended and restated, between the Company and Airbus S.A.S. (incorporated herein by reference to Exhibit 4.1.6 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2013).</u>
4.26	<u>Family Purchase Agreement, dated December 20, 2005, between Airbus S.A.S. and LATAM Airlines Brazil (incorporated herein by reference to Exhibit 10.2 to the sixth pre-effective amendment to the Company's Registration Statement on Form F-1 (File No. 333-131938) filed with the SEC on March 2, 2006).</u>
4.26.1†	<u>A350 Family Purchase Agreement, dated December 20, 2005, as amended and restated on January 21, 2008, between Airbus S.A.S. and TAM Linhas Aereas S.A. (incorporated herein by reference to Exhibit 4.33.1 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.26.2†	<u>Amendments No. 1, 2 and 3 (dated July 28, 2010, July 15, 2014 and October 30, 2014, respectively) to the A350 Purchase Agreement, dated December 20, 2005, as amended and restated on January 21, 2008, between Airbus S.A.S. and TAM Linhas Aereas S.A. (incorporated herein by reference to Exhibit 4.33.2 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.26.3†	<u>Novation Agreement (dated as of October 30, 2014) between TAM Linhas Aereas S.A., LATAM Airlines Group S.A. and Airbus S.A.S., relating to the A320 Family/A330 Purchase Agreement, dated December 20, 2005, as amended and restated on January 21, 2008, between Airbus S.A.S. and TAM Linhas Aereas S.A. (incorporated herein by reference to Exhibit 4.1.9 to the Company's</u>

Exhibit No.	Description
4.26.6†	<u>Termination Agreement (dated as of August 4, 2021) in respect of the A350 Purchase Agreement, dated December 20, 2005, as amended and restated on January 21, 2008, between Airbus S.A.S. and TAM Linhas Aereas S.A. (incorporated herein by reference to Exhibit 4.24.6 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 30, 2022).</u>
4.27	<u>V2500 Maintenance Agreement, dated September 14, 2000, between TAM Transportes Aéreos Regionais S.A. (incorporated by LATAM Airlines Brazil) and MTU Maintenance Hannover GmbH (MTU) (incorporated herein by reference to Exhibit 10.4 to the sixth pre-effective amendment to the Company's Registration Statement on Form F-1 (File No. 333-131938), filed with the SEC on March 2, 2006).</u>
4.27.1†	<u>PW1100G-JM Engine Support and Maintenance Agreement, dated February 26, 2014, between LATAM Airlines Group S.A. and Pratt & Whitney Division. (incorporated herein by reference to Exhibit</u> <u>4.36 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2014).</u>
4.27.2##	<u>Amendment No. 7 dated as of November 22, 2022 to the PW1100G-JM Engine Support and Maintenance Agreement, as amended and restated, dated as of February 26, 2014 between the Company and International Aero Engines, LLC relating to the sale and support of PW1100 engines (incorporated herein by reference to Exhibit 4.26.2 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 10, 2023).</u>
4.27.3##	<u>PW1100G-JM Supplemental Support Agreement, dated as of September 17, 2024, between the Company and International Aero Engines, LLC, relating to the sale and support of PW1100 engines, for the support of AOG events (incorporated herein by reference to Exhibit 27(3) to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 13, 2025).</u>
4.28†	<u>Framework Deed dated May 28, 2013, between LATAM Airlines Group S.A. and AerCap Holdings N.V. (incorporated herein by reference to Exhibit 4.37 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 30, 2014).</u>
4.29†	<u>A320 Family/A330 Purchase Agreement (dated as of November 14, 2006) between Airbus S.A.S. and TAM-Linhas Aereas S.A. (incorporated herein by reference to Exhibit 4.38 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.29.1†	<u>Amendments No. 15, 16, 17, 18, and 19 (dated as of February 18, 2013, February 27, 2013, August 19, 2013, July 15, 2014 and December 11, 2014, respectively) to the A320 Family/A330 Purchase Agreement (dated as of November 14, 2006) between Airbus S.A.S. and TAM-Linhas Aereas S.A. (incorporated herein by reference to Exhibit 4.38.1 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.29.2†	<u>Amendments No. 20 and 21 (dated as of June 3, 2015 and December 21, 2015, respectively) to the A320 Family/A330 Purchase Agreement (dated as of November 14, 2006) between Airbus S.A.S. and TAM - Linhas Aereas S.A. (incorporated herein by reference to Exhibit 4.33.2 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 29, 2016).</u>
4.29.3†	<u>Amendments No. 22, 23 and 24 (dated as of April 15, 2016, April 15, 2016, and August 8, 2016,</u>

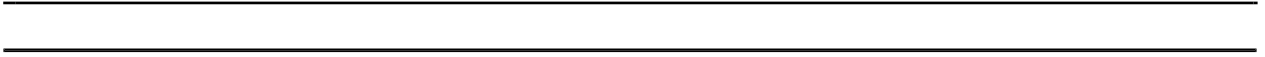


Exhibit No.	Description
4.30†	<u>Supplemental Agreement No. 7 (dated as of May 2014) to the Boeing 777-32WER Purchase Agreement (dated as of February 2007) between TAM - Linhas Aereas S.A. and The Boeing Company (incorporated herein by reference to Exhibit 4.39 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 1, 2015).</u>
4.30.1†	<u>Supplemental Agreement No. 8, dated as of April 22, 2015, to the Boeing 777-32WER Purchase Agreement (dated as of February 2007) between TAM Linhas Aéreas and The Boeing Company (incorporated herein by reference to Exhibit 4.34.1 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on April 29, 2016).</u>
4.30.2†	<u>Supplemental Agreement No. 13, dated as of April 29, 2021, to Purchase Agreement No. 3158, as amended, between TAM Linhas Aéreas and The Boeing Company (dated as of February 8, 2007), (incorporated herein by reference to Exhibit 4.29.2 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 30, 2022).</u>
4.31†	<u>Operating Lease Agreement between Avolon Aerospace AOE 147 Limited and the Company, dated as of September 9, 2021, relating to Boeing Model 787-9 aircraft (incorporated herein by reference to Exhibit 4.30 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 30, 2022).</u>
4.32†	<u>Form of Operating Lease Agreements between UMB Bank, N.A. and LATAM Airlines Group S.A. entered into in 2021 relating to Boeing Model 787-9 aircraft (incorporated herein by reference to Exhibit 4.31 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 30, 2022).</u>
4.33†	<u>Form of Aircraft Lease Agreements between Wilmington Trust Company and LATAM Airlines Group S.A. entered into in 2021 relating to Airbus A321-200 aircraft (incorporated herein by reference to Exhibit 4.32 to the Company's Annual Report on Form 20-F (File No. 001-14728), filed with the SEC on March 30, 2022).</u>
4.34†	<u>Form of Aircraft Lease Agreements between Vermillion Aviation (Nine) Limited and LATAM Airlines Group S.A. entered into in August and September 2021 relating to Airbus A320-214 aircraft (incorporated herein by reference to Exhibit 4.33 to the Company's Annual Report on Form 20-F (File No. 001-14728), filed with the SEC on March 30, 2022).</u>
4.35	<u>Framework Agreement dated as of September 26, 2019, by and between LATAM Airlines Group S.A. and Delta Air Lines, Inc. (incorporated herein by reference to Exhibit 4.34 to the Company's Annual Report on Form 20-F (File No. 001-14728), filed with the SEC on March 18, 2020).</u>
4.36	<u>Restructuring Support Agreement, dated as of November 26, 2021, among the Company, other debtors party thereto and the commitment parties thereto (incorporated herein by reference to Exhibit 99.1 to the Company's Registration Statement on Form 6-K (File No. 001-14728) filed with the SEC on November 29, 2021).</u>
4.37	<u>Backstop Commitment Agreements, dated as of January 12, 2022, among the Company, other debtors party thereto and the respective backstop parties thereto (incorporated herein by reference to Exhibit 99.1 to the Company's Registration Statement on Form 6-K (File No. 001-14728) filed with the SEC on January 13, 2022).</u>
4.38###†	<u>Operating Lease Agreements dated as of February 16, 2022, as amended and restated, between the</u>

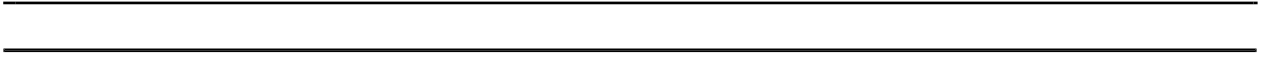


Exhibit No.	Description
4.41	<u>Aircraft Lease Agreements both dated as of February 01, 2021 between the Company and Vermillion Aviation (Nine) Limited relating to the lease of two additional Airbus A320-214 aircraft (incorporated herein by reference to Exhibit 4.40 to the Company’s Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 10, 2023).</u>
4.42###†	<u>Aircraft Lease Agreements dated as of February 25, 2022 and March 31, 2022, respectively, between the Company and Bank of Utah (in its capacity as trustee of Aircraft 32A-012168X (Utah) Trust) relating to the lease of eight A321neo aircraft (incorporated herein by reference to Exhibit 4.41 to the Company’s Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 10, 2023).</u>
4.43###†	<u>Aircraft Lease Agreement dated as of March 02, 2023, between the Company and Bank of Utah, solely in its capacity as owner trustee (all having AerCap Group acting as a servicer) for the lease of four B787-9, (incorporated herein by reference Exhibit 4.43 to the Company’s Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on February 22, 2024).</u>
4.44###†	<u>General Terms Agreement No. 1-1057041, dated December 1, 2023, entered into by the Company and General Electric Company and GE Engine Services Distribution, LLC (jointly referred as “GE”) for the sale and support by GE of GEnx engines to power nine Boeing 787-9 aircraft, additional option aircraft and spare engines (incorporated herein by reference to Exhibit 4.44 to the Company’s Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on February 22, 2024).</u>
4.45###†	<u>TrueChoice™ Engine Service Agreement, dated December 1, 2023, entered into by the Company and GE Engine Services, LLC for the provision by GE Engine Services, LLC of maintenance services for spare engines (incorporated herein by reference to Exhibit 4.45 to the Company’s Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on February 22, 2024).</u>
4.46###†	<u>Registration Rights Agreement, dated as of November 3, 2022, as amended and restated on November 10, 2022, by and among the Company and the Holders (incorporated herein by reference to Exhibit 4.43 to the Company’s Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 10, 2023).</u>
4.47	<u>Joint Venture Agreement, dated as of May 7, 2020, among the Company and Delta Air Lines Inc(incorporated herein by reference to Exhibit 4.44 to the Company’s Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 10, 2023).</u>
4.48	<u>Joint Plan of Reorganization, dated as of June 18, 2022, entered by the United States Bankruptcy Court for the Southern District of New York (incorporated herein by reference to Exhibit 2.1 to the Company’s Registration Statement on Form F-1 (File No. 333-266844) filed with the SEC on October 26, 2022).</u>
4.49	<u>V-Services Fixed Price Repair Agreement dated September 17, 2024, between the Company, TAM Linhas Aéreas and International Aero Engines, LLC, for the provision of maintenance services of V2500 engines for a period of five years per engine (incorporated herein by reference to Exhibit 4.48 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 13, 2025).</u>
4.50###†	<u>Aircraft Asset Sale and Purchase Agreement, dated June 21, 2024, between the Company and Wells Fargo Trust Company, National Association (in its capacity as owner trustee under trusts MSN 38888 and 38889) relating to the sale and purchase by the Company of three Boeing 777-300ER</u>

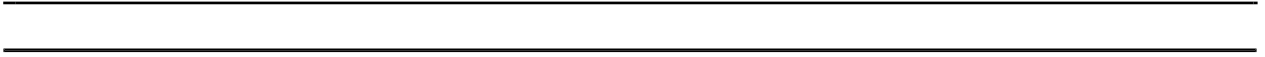


Exhibit No.	Description
4.56*##†	<u>Amendment No. 13 to the A320 Family Purchase Agreement between LATAM Airlines Group and Airbus S.A.S. dated as of December 19, 2025.</u>
4.57*##†	<u>Amendment No. 32 to the A320 / A330 Purchase Agreement between LATAM Airlines Group and Airbus S.A.S. dated as of December 19, 2025.</u>
8.1*	<u>List of subsidiaries of the Company.</u>
11(a)	<u>Code of Conduct. (incorporated herein by reference to Exhibit 11.A to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 13, 2025).</u>
11(b).1	<u>Manual for the Management of Market-Relevant Information. (incorporated herein by reference to Exhibit 11.B(1) to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 13, 2025)</u>
11.(b).2	<u>Code of Conduct for Senior Executives. (incorporated herein by reference to Exhibit 11.(b).2 to the Company's Annual Report on Form 20-F (File No. 001-14728) filed with the SEC on March 13, 2025).</u> (
12.1*	<u>Certifications of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
12.2*	<u>Certifications of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
13.1*	<u>Certifications of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
13.2*	<u>Certifications of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
15.1*	<u>Consent of PricewaterhouseCoopers Consultores Auditores y Compañía Limitada, independent registered public accounting firm.</u>
97	<u>Compensation Recovery Policy.</u>
101.INS*	Inline XBRL Instance Document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document with Embedded Linkbase Documents.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

Certain portions of this exhibit have been redacted pursuant to 4(a) of the Instructions as to Exhibits of Form 20-F. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the SEC upon its request.

† Confidential treatment of certain provisions of these exhibits has been requested with the SEC. Omitted material for which confidential treatment has been requested has been filed separately with the SEC as needed.



LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2025

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CLP	- CHILEAN PESO
UF	- CHILEAN UNIDAD DE FOMENTO
ARS	- ARGENTINE PESO
US\$	- UNITED STATES DOLLAR
THUS\$	- THOUSANDS OF UNITED STATES DOLLARS
MUS\$	- MILLIONS OF UNITED STATES DOLLARS
COP	- COLOMBIAN PESO
BRL/R\$	- BRAZILIAN REAL
THR\$	- THOUSANDS OF BRAZILIAN REAL
PYG	- PARAGUAYAN GUARANI

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of LATAM Airlines Group S.A.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated statements of financial position of LATAM Airlines Group S.A. and its subsidiaries (the “Company”) as of December 31, 2025 and 2024, and the related consolidated statements of income by function, comprehensive income, changes in equity and cash flows—direct method for each of the three years in the period ended December 31, 2025, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight

Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting



included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial

statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of Loyalty Programs Breakage

As described in Notes 2.19, 4(e) and 21 to the consolidated financial statements, the Company has recorded deferred income of US\$3,580 million as of December 31, 2025, of which US\$1,174 million was related to deferred income associated with the loyalty programs. The deferred income of loyalty programs is determined based on the estimated stand-alone selling price of unused miles and points awarded to the members of the loyalty programs reduced for breakage. Management, with the assistance of an external specialist, used statistical models to estimate the miles awarded that will not be redeemed by the program’s members



(breakage) which involved significant judgments and assumptions relating to the historical redemption and expiration activity and forecasted redemption and expiration patterns.

The principal considerations for our determination that performing procedures relating to the valuation of loyalty programs breakage is a critical audit matter are (i) the significant judgment by management when developing the breakage estimate; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to estimating the breakage which consider the historical use activity and the expected use pattern; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's valuation of loyalty programs breakage, including controls over management's review of the statistical models and resulting breakage estimates. These procedures also included, among others (i) testing management's process for developing the breakage estimate; (ii) evaluating the appropriateness of the statistical models; and (iii) testing the completeness, accuracy, and relevance of underlying data used in the models. Evaluating management's assumptions used to develop the breakage estimate involved evaluating whether the assumptions used by management were reasonable considering (i) the available information regarding the miles redemption and expiration patterns; (ii) management's actions to incentive holders of the loyalty programs to redeem their miles; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's methodology and assumptions used to develop the breakage estimate.

/s/ PricewaterhouseCoopers

PricewaterhouseCoopers Consultores

Auditores y Compañía Limitada

Santiago, Chile

February 9, 2026

We have served as the Company’s auditor since 1991.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

ASSETS

	Note	As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
Current Assets			
Cash and cash equivalents	6 - 7	2,150,113	1,957,788
Other financial assets	7 - 11	70,544	67,295
Other non-financial assets	12	236,071	203,661
Trade and other accounts receivable	7 - 8	1,381,869	1,163,707
Accounts receivable from related entities	7 - 9	7	25
Inventories	10	458,566	438,530
Current tax assets	17	75,704	40,275
Total current assets other than non-current assets (or disposal groups) classified as held for sale		4,372,874	3,871,281
Non-current assets (or disposal groups) classified as held for sale	13	10,338	29,138
Total current assets		4,383,212	3,900,419
Non-current assets			
Other financial assets	7 - 11	52,139	53,772
Other non-financial assets	12	93,517	89,416
Accounts receivable	7 - 8	13,950	12,342
Intangible assets other than goodwill	15	1,129,961	1,000,170
Property, plant and equipment	16	11,947,014	10,186,697
Deferred tax assets	17	21,098	10,549
Total non-current assets		13,257,679	11,352,946
Total assets		17,640,891	15,253,365

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

LIABILITIES AND EQUITY

	Note	As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
LIABILITIES			
Current liabilities			
Other financial liabilities	7 - 18	745,303	635,213
Trade and other accounts payables	7 - 19	2,684,846	2,133,572
Accounts payable to related entities	7 - 9	7,707	12,875
Other provisions	20	8,413	14,221
Current tax liabilities	17	31,950	6,281
Other non-financial liabilities	21	3,816,175	3,488,680
Total current liabilities		7,294,394	6,290,842
Non-current liabilities			
Other financial liabilities	7 - 18	7,343,223	6,515,238
Accounts payable	7 - 23	471,208	491,762
Other provisions	20	674,611	623,846
Deferred tax liabilities	17	338,674	312,677
Employee benefits	22	181,579	167,427
Other non-financial liabilities	21	—	140,244
Total non-current liabilities		9,009,295	8,251,194
Total liabilities		16,303,689	14,542,036
EQUITY			
Share capital	24	4,418,110	5,003,534
Retained earnings	24	2,170,280	1,148,291
Other equity	24	39	39
Other reserves	24	(5,242,835)	(5,428,597)
Parent's ownership interest		1,345,594	723,267
Non-controlling interest	14	(8,392)	(11,938)
Total equity		1,337,202	711,329
Total liabilities and equity		17,640,891	15,253,365

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME BY FUNCTION

	Note	For the year ended December 31,		
		2025	2024	2023
		ThUS\$	ThUS\$	ThUS\$
Revenue	5 - 25	14,265,056	12,833,043	11,640,541
Cost of sales	26	(10,104,884)	(9,565,899)	(8,816,590)
Gross margin		4,160,172	3,267,144	2,823,951
Other income	27	229,934	200,669	148,641
Distribution costs	26	(578,971)	(606,207)	(587,272)
Administrative expenses	26	(870,484)	(824,493)	(683,311)
Other expenses	26	(603,912)	(459,842)	(532,801)
Other gains/(losses)	26	(1,201)	(36,223)	(91,043)
Income from the operational activities		2,335,538	1,541,048	1,078,165
Financial income	26	146,275	142,411	125,356
Financial costs	26	(721,416)	(881,950)	(698,231)
Foreign exchange gains		(141,485)	172,917	85,891
Result of indexation units		(294)	19,508	5,311
Income before taxes		1,618,618	993,934	596,492
Income Tax expenses	17	(155,057)	(16,489)	(14,942)
NET INCOME FOR THE YEAR		1,463,561	977,445	581,550
Income attributable to owners of the parent company		1,459,984	976,972	581,831
Income (loss) attributable to non-controlling interest	14	3,577	473	(281)
NET INCOME FOR THE YEAR		1,463,561	977,445	581,550
EARNING PER SHARE				
Basic earnings per share (US\$)	29	0.002477	0.001616	0.000963
Diluted earnings per share (US\$)	29	0.002477	0.001616	0.000963

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Note	For the year ended at December 31,		
		2025	2024	2023
		ThUS\$	ThUS\$	ThUS\$
NET INCOME FOR THE YEAR		1,463,561	977,445	581,550
Components of other comprehensive income (loss) that will not be reclassified to income before taxes				
Other comprehensive (loss), before taxes, gains (losses) by new measurements on defined benefit plans	24	(17,216)	(21,769)	(21,198)
Total other comprehensive income (loss) that will not be reclassified to income before taxes		(17,216)	(21,769)	(21,198)
Income (loss) components of other comprehensive income that will be reclassified to income before taxes				
Gains/(losses) for currency translation differences income (losses) on currency translation, before tax		218,543	(379,186)	(12,423)
Other comprehensive income (loss), before taxes, currency translation differences		218,543	(379,186)	(12,423)
Cash flow hedges				
Income (loss) on cash flow hedges before taxes	24	(390)	26,680	(52,256)
Reclassification adjustment on cash flow hedges before tax	24	(5,854)	(40,898)	(26,568)
Other comprehensive income (losses), before taxes, cash flow hedges		(6,244)	(14,218)	(78,824)
Change in value of time value of options				
Income (losses) on change in value of time value of options before tax	24	(37,331)	(34,568)	25,751
Reclassification adjustments on change in value of time value of options before tax	24	47,126	37,265	28,818
Other comprehensive income (loss), before taxes, changes in the time value of the options		9,795	2,697	54,569
Total other comprehensive income (losses) that will be reclassified to losses before taxes		222,094	(390,707)	(36,678)
Other components of other comprehensive income (loss), before taxes		204,878	(412,476)	(57,876)
Income tax relating to new measurements on defined benefit plans	17	662	909	751
Income tax relating to other comprehensive income that will not be reclassified to income		662	909	751
Income tax relating to other comprehensive income (loss) that will be reclassified to income				
Income tax related to cash flow hedges in other comprehensive income (loss)	400 / 715	—	—	3,604
Income taxes related to components of other comprehensive loss				

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

Attributable to owners of the parent															
Change in other reserves															
Gains															
(Losses) Actuarial															
from gains															
changes or losses															
in the on															
Cash time defined Shares															
Currency flow value of benefit based Other Total Retained Parent's Non-															
Share Other Treasury translation hedging the plans payments sundry other earnings/ ownership controlling Total															
Note	Share capital	Other equity	Treasury shares	translation reserve	hedging reserve	the options	plans reserve	based reserve	Other reserve	Total reserve	Retained earnings/ (losses)	Parent's interest	Non-interest	equity	
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Equity as of															
January 1,															
2025	5,003,534	39	—	(4,209,660)	(52,896)	35,644	(69,414)	37,235	(1,169,506)	(5,428,597)	1,148,291	723,267	(11,938)	711,329	
Total increase															
(decrease) in															
equity															
Net income for															
the period	24	—	—	—	—	—	—	—	—	—	1,459,984	1,459,984	3,577	1,463,561	
Other															
comprehensive															
income															
(loss)	—	—	—	218,266	(6,244)	9,795	(16,550)	—	—	205,267	—	205,267	273	205,540	
Total															
comprehensive															
income	—	—	—	218,266	(6,244)	9,795	(16,550)	—	—	205,267	1,459,984	1,665,251	3,850	1,669,101	
Transactions															
with															
shareholders	24-34														
Dividends	24	—	—	—	—	—	—	—	—	—	(437,995)	(437,995)	—	(437,995)	
Increase															
(decrease)															
by															
transaction															
with															
treasury															
shares in	24														
portfolio	(d)	(585,424)	—	585,424	—	—	—	—	—	—	—	—	—	—	—
Increase															
(decrease)															

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

Attributable to owners of the parent														
Change in other reserves														
Gains														
(Losses) Actuarial														
from gains														
changes or losses														
in the on														
Cash time defined Shares														
Currency flow value of benefit based Other Total Retained Parent's Non-														
Share Other Treasury translation hedging the plans payments sundry other earnings/ ownership controlling Total														
Note	capital	equity	shares	reserve	reserve	options	reserve	reserve	reserve	reserve	reserve	(losses)	interest	equity
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Equity as of														
January 1, 2024	5,003,534	39	—	(3,830,611)	(38,678)	32,947	(48,559)	37,235	(1,170,016)	(5,017,682)	164,411	450,302	(12,027)	438,275
Total increase														
(decrease) in														
equity														
Net income/(loss)														
for the period	24	—	—	—	—	—	—	—	—	—	976,972	976,972	473	977,445
Other														
comprehensive														
income		—	—	—	(379,049)	(14,218)	2,697	(20,855)	—	—	(411,425)	—	(411,425)	(411,567)
Total														
comprehensive														
income		—	—	—	(379,049)	(14,218)	2,697	(20,855)	—	—	(411,425)	976,972	565,547	565,878
Transactions with														
shareholders														
Dividends	24	—	—	—	—	—	—	—	—	—	(293,092)	(293,092)	—	(293,092)
	24													
Equity issue	-33	—	—	—	—	—	—	—	—	—	—	—	—	—
Increase for other														
contributions														
from the owners	24	—	—	—	—	—	—	—	—	—	—	—	—	—
Increase (decrease)														
through														
transfers and														
other changes,	24													
equity	-33	—	—	—	—	—	—	—	—	510	510	—	510	268
Total transactions														
with														
shareholders		—	—	—	—	—	—	—	—	510	510	(293,092)	(292,582)	(292,824)

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

Attributable to owners of the parent														
Change in other reserves														
Gains Actuarial														
(Losses) gains														
from or losses														
changes in on														
Cash the time defined Shares														
Currency flow value of benefit based Other Total Retained Parent's Non-														
translation hedging the plans payments sundry other earnings/ ownership controlling Total														
Note	Share capital	Other equity	Treasury shares	Currency translation reserve	Cash flow reserve	the value of options	benefit reserve	based reserve	Other reserve	Total reserve	Retained earnings/ (losses)	Parent's interest	Non-interest	equity
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Equity as of														
January 1, 2023	13,298,486	39	(178)	(3,805,560)	36,542	(21,622)	(28,117)	37,235	(1,972,651)	5,754,173	(7,501,896)	42,278	(11,557)	30,721
Total increase														
(decrease) in														
equity														
Net income/(loss)														
for the year	24	—	—	—	—	—	—	—	—	—	581,831	581,831	(281)	581,550
Other														
comprehensive														
income		—	—	(25,051)	(75,220)	54,569	(20,442)	—	—	(66,144)	—	(66,144)	12,623	(53,521)
Total														
comprehensive														
income		—	—	(25,051)	(75,220)	54,569	(20,442)	—	—	(66,144)	581,831	515,687	12,342	528,029
Transactions with														
shareholders														
Dividends	24	—	—	—	—	—	—	—	—	—	(174,549)	(174,549)	—	(174,549)
	24													
Equity issue	-33	—	—	—	—	—	—	—	—	—	—	—	—	—
Increase for other														
contributions														
from the owners	24	—	17,401	—	—	—	—	—	(14,401)	(14,401)	—	3,000	—	3,000
Increase														
(decrease)														
through														
transfers and														
other changes,														
equity	24-33	(8,294,952)	(17,401)	178	—	—	—	—	—	817,036	817,036	7,559,025	63,886	(12,812) 51,074
Total transactions														
with														
409 / 715														
shareholders		(8,294,952)	—	178	—	—	—	—	—	802,635	802,635	7,384,476	(107,663)	(12,812) (120,475)

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS - DIRECT METHOD

	Note	For the year ended		
		December 31,		
		2025	2024	2023
		ThUS\$	ThUS\$	ThUS\$
Cash flows from operating activities				
Cash collection from operating activities				
Proceeds from sales of goods and services		15,518,592	14,037,848	13,397,385
Other cash receipts from operating activities		192,905	212,750	169,692
Payments for operating activities				
Payments to suppliers for the supply goods and services		(9,564,720)	(9,458,249)	(9,689,508)
Payments to and on behalf of employees		(1,830,249)	(1,419,825)	(1,304,696)
Other payments for operating activities		(386,561)	(344,911)	(270,580)
Income taxes (paid)		(144,987)	(43,439)	(18,379)
Other cash inflows (outflows)	34	(47,884)	122,153	(20,346)
Net cash (outflow) inflow from operating activities		3,737,096	3,106,327	2,263,568
Cash flows from investing activities				
Amounts raised from sale of property, plant and equipment		102,031	97,303	46,524
Purchases of property, plant and equipment	34	(1,775,818)	(1,325,463)	(795,787)
Purchases of intangible assets	34	(104,483)	(94,412)	(68,052)
Interest received		136,429	118,437	98,552
Other cash inflows (outflows)	34	62,018	34,469	59,258
Net cash (outflow) inflow from investing activities		(1,579,823)	(1,169,666)	(659,505)
Payments to acquire or redeem the entity's shares	24	(584,837)	—	—
Payments for changes in ownership interests in subsidiaries that do not result in loss of control				
	24	—	—	(23)
Amounts raised from long-term loans	34	1,349,140	1,750,060	—
Loans repayments	34	(1,023,072)	(2,004,542)	(342,005)
Payments of lease liabilities	34	(463,358)	(344,038)	(225,358)
Dividends paid	34	(605,181)	(174,838)	—
Interest paid	34	(600,740)	(717,634)	(594,234)
Other cash (outflows) inflows	34	(91,525)	(73,869)	11,405
Net cash inflow (outflow) from financing activities		(2,019,573)	(1,564,861)	(1,150,215)
Net (decrease) increase in cash and cash equivalents before effect of exchanges rate change				
		137,700	371,800	453,848
Effects of variation in the exchange rate on cash and cash equivalents				
	412 / 715	54,625	(128,773)	44,238
Net (decrease) increase in cash and cash equivalents		192,325	243,027	498,086

The accompanying Notes 1 to 35 form an integral part of these consolidated financial statements.

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LATAM AIRLINES GROUP S.A. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2025

NOTE 1 - GENERAL INFORMATION

LATAM Airlines Group S.A. ("LATAM" or the "Company") is an open stock company which holds the values inscribed in the Registro de Valores of the Commission for the Financial Market, whose shares are listed in Chile on the Electronic Stock Exchange of Chile - Stock Exchange and the Santiago Stock Exchange. Additionally, during the third quarter of 2024, it relisted its American Depositary Receipts ("ADRs") on the New York Stock Exchange ("NYSE") in the United States of America.

Its main business is the air transport of passengers and cargo, both in the domestic markets of Chile, Peru, Colombia, Ecuador and Brazil, as well as in a series of regional and international routes in America, Europe, Africa, Asia and Oceania. These businesses are developed directly or by its subsidiaries in Chile, Ecuador, Peru, Brazil, Colombia and Paraguay. In addition, the Company has subsidiaries that operate in the cargo business in Chile, Brazil and Colombia.

The Company is located in Chile, in the city of Santiago, on Avenida Presidente Riesco No. 5711, Las Condes commune.

As of December 31, 2025, the Company's statutory capital is represented by 574,219,895,457 ordinary shares without nominal value. As of that date, 574,215,983,709 shares were subscribed and paid. The foregoing, considering the capital increase approved by the shareholders of the company at an extraordinary meeting held on July 5, 2022, in the context of the implementation of its reorganization plan approved and confirmed in the Chapter 11 Proceedings, as well as the Capital decrease required for the Chilean Capital Markets law that appears in a public deed dated September 6, 2023, granted at the Notary of Santiago of Mr. Eduardo Javier Diez Morello, and the modification of the Company's by laws to account for said full capital reduction, agreed at an Extraordinary Shareholders meeting dated April 25, 2024, reduced to a public deed dated April 25, 2024, granted in the Notary of Santiago of Mr. Luis Eduardo Rodriguez Burr, an extract of which was registered in the Commercial Registry of the Registrar of Real Estate of Santiago on page 44,323 number 18,314 corresponding to the year 2024, and was published in the Official Gazette dated May 29, 2024. In addition, the current share capital structure reflects the early cancellation of 30,221,893,878 treasury shares previously issued by the Company and acquired under the share repurchase programs approved at the Extraordinary Shareholders' Meetings held on March 17 and June 26, 2025. This capital optimization transaction, together with the corresponding reduction of share capital in the amount of US\$585,424,212, was approved at the Extraordinary Shareholders' Meeting held on October 17, 2025, the minutes of which were executed as a public deed dated October 17, 2025, granted before the Notary Public of Santiago, Mr.

Eduardo Diez Morello. An excerpt thereof was registered in the Commercial Registry of the Santiago Real Estate Registrar under page 105,884, number 39,532, corresponding to the year 2025, and was published in the Official Gazette on November 15, 2025. As a result of such early cancellation of shares and the corresponding reduction of share capital, the Company's share capital was adjusted from US\$5,003,576,326.78 (represented by 604,441,789,335 shares of a single class without par value) to a final amount of US\$4,418,152,114.78, divided into 574,219,895,457 shares of a single class, without par value.

The major shareholders of the Company, considering the total amount of subscribed and paid shares, are Banco de Chile on behalf of State Street which owns 20.99%, Delta Air Lines with 10.57% and Qatar Airways with 10.56% ownership.

As of December 31, 2025, the Company had a total of 2,061 shareholders in its registry. At that date, approximately 8.57% of the Company's capital stock was in the form of ADRs.

During 2025, the LATAM group had an average of 39,877 employees, ending this year with a total number of 41,125 collaborator, distributed in 5,483 Administration employees, 20,883 in Operations, 9,868 Cabin Crew and 4,891 Command crew.

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The main subsidiaries included in these consolidated financial statements are as follows:

- a) Percentage ownership

Tax No.	Company	Country of origin	Functional Currency	As December 31, 2025			As December 31, 2024			As December 31, 2023		
				Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
				%	%	%	%	%	%	%	%	%
96.969.680-0	Lan Pax Group S.A.											
	and Subsidiaries	Chile	US\$	99.9959	0.0041	100.0000	99.9959	0.0041	100.0000	99.9959	0.0041	100.0000
Foreign	Latam Airlines Perú											
	S.A.	Peru	US\$	23.6200	76.1900	99.8100	23.6200	76.1900	99.8100	23.6200	76.1900	99.8100
93.383.000-4	Lan Cargo S.A.	Chile	US\$	99.8940	0.0041	99.8981	99.8940	0.0041	99.8981	99.8940	0.0041	99.8981
76.717.244-3	Prime Cargo SpA.	Chile	CLP	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000
Foreign	Connecta											
	Corporation	U.S.A.	US\$	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000
Foreign	Prime Airport											
	Services Inc. and Subsidiary	U.S.A.	US\$	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000
96.951.280-7	Transporte Aéreo											
	S.A.	Chile	US\$	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000
96.631.520-2	Fast Air Almacenes											
	de Carga S.A.	Chile	CLP	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000
96.969.690-8	Lan Cargo											
	Inversiones S.A. and Subsidiary	Chile	US\$	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000
96.575.810-0	Inversiones Lan											
	S.A.	Chile	US\$	99.9000	0.1000	100.0000	99.9000	0.1000	100.0000	99.9000	0.1000	100.0000
96.847.880-K	Technical Training											
	LATAM S.A.	Chile	CLP	99.8300	0.1700	100.0000	99.8300	0.1700	100.0000	99.8300	0.1700	100.0000
Foreign	Latam Finance	Cayman										
	Limited	Island	US\$	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000
Foreign	Peuco Finance	Cayman										
	Limited (*)	Island	US\$	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000
Foreign	Professional Airline											
	Services INC.	U.S.A.	US\$	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000
Foreign	Jarletul S.A.	Uruguay	US\$	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	100.0000
Foreign	Latam Travel S.R.L.	Bolivia	US\$	99.0000	1.0000	100.0000	99.0000	1.0000	100.0000	99.0000	1.0000	100.0000
76.262.894-5	Latam Travel Chile											
	II S.A.	Chile	US\$	99.9900	0.0100	100.0000	99.9900	0.0100	100.0000	99.9900	0.0100	100.0000
Foreign	Latam Travel S.A.	Argentina	ARS	94.0100	5.9900	100.0000	94.0100	5.9900	100.0000	94.0100	5.9900	100.0000
Foreign	Faisán Finance											
	DAC (*)	Ireland	US\$	100.0000	0.0000	100.0000	100.0000	0.0000	100.0000	0.0000	0.0000	0.0000
Foreign	TAM S.A. and											

(*) These subsidiaries have no operations.

(**) As of December 31, 2025, the indirect participation percentage of TAM S.A. and its Subsidiaries is from Holdco I S.A., a company which LATAM Airlines Group S.A. has a 100% share on economic rights and 51.04% of political rights. Its percentage arose as a result of the provisional measure No. 863 of the Brazilian government implemented in December of 2018 that allows foreign capital to have up to 100% of the share ownership of a Brazilian Airline.

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b) Financial Information

Tax No.	Company	Statement of financial position						Net Income		
								For the year ended		
								December 31,		
		As of December 31, 2025			As of December 31, 2024			2025	2024	2023
		Assets	Liabilities	Equity	Assets	Liabilities	Equity	Gain /(loss)		
		ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
96.969.680-0	Lan Pax Group S.A. and Subsidiaries (*)	549,409	2,048,197	(1,117,168)	462,748	1,933,499	(1,092,261)	(36,835)	(122,763)	7,514
Foreign	Latam Airlines Perú S.A.	529,475	418,988	110,487	437,768	366,089	16,930	38,808	22,861	(4,666)
93.383.000-4	Lan Cargo S.A.	578,756	318,492	260,264	490,550	263,747	226,803	34,617	27,238	22,677
76.717.244-3	Prime Cargo SpA.	16,818	12,333	4,485	14,806	14,844	(38)	135	(813)	—
Foreign	Connecta Corporation	37,884	10,717	27,167	47,583	15,255	32,328	(5,161)	(5,936)	693
Foreign	Prime Airport Services Inc. and Subsidiary (*)	19,264	15,291	3,973	18,752	15,582	3,169	802	977	1,380
96.951.280-7	Transporte Aéreo S.A.	234,376	141,333	93,043	238,354	121,609	116,745	(21,983)	(10,064)	24,871
96.631.520-2	Fast Air Almacenes de Carga S.A.	30,055	18,951	11,104	25,783	19,771	6,005	4,256	3,675	462
96.969.690-8	Lan Cargo Inversiones S.A. and Subsidiary (*)	264,655	145,918	(45,855)	208,807	116,796	(66,907)	21,728	6,010	(5,345)
96.575.810-0	Inversiones Lan S.A.	1,208	48	1,160	1,184	48	1,136	25	(53)	(36)
96.847.880-K	Technical Training LATAM S.A.	1,485	1,060	425	1,238	740	498	(64)	205	165
Foreign	Latam Finance Limited	111	208,620	(208,509)	112	208,620	(208,508)	(1)	(1)	(1)
Foreign	Professional Airline Services INC.	11,382	2,084	9,298	8,508	1,660	6,848	2,449	1,960	1,681
Foreign	Jarletul S.A.	9	1,101	(1,092)	12	1,101	(1,089)	(3)	(4)	8
Foreign	Latam Travel S.R.L.	95	—	95	93	—	93	2	—	5
76.262.894-5	Latam Travel Chile II S.A.	338	1,225	(887)	358	1,243	(885)	(2)	(2)	(16)
Foreign	Latam Travel S.A.	4,323	1,807	2,516	3,847	1,623	2,091	422	(3,563)	940
Foreign	TAM S.A. and Subsidiaries (*)	4,963,316	3,167,385	1,794,199	4,070,469	2,557,042	1,512,327	553,684	673,648	740,783

(*) The Equity reported corresponds to Equity attributable to owners of the parent company, it does not include Non-controlling participation.

In addition, the following special purpose entities have been consolidated: (1) Chercán Leasing Limited, intended to finance advance payments of aircraft; (2) Yamasa Sangyo Aircraft LA1 Kumiai, Yamasa Sangyo Aircraft LA2 Kumiai; (3) Jin Shan 16; and (4) Star Rising Aviation 45 Limited, earmarked for aircraft financing. These companies have been consolidated as required by IFRS 10.

All entities over which LATAM has control have been included in the consolidation. The Company has analyzed the control criteria in accordance with the requirements of IFRS 10.

Changes occurred in the consolidation perimeter between January 1, 2024 and December 31, 2025, are detailed below:

(1) Incorporation or acquisition of companies

- On March 18, 2024, a capital reduction was carried out in Inversiones Aéreas S.A. through the absorption of accumulated losses in the sum of ThUS\$175,140. As a consequence of this decrease in capital, the number of shares was reduced by 6,634,496, without modifying the original participation of its shareholders. This transaction did not generate any effect within the Consolidated Financial Statements.
- On May 14, 2024, a capital increase was carried out in Aerovías de Integración Regional S.A. by Holdco Colombia I SpA, for an amount of ThUS\$45,271, equivalent to 10 shares and with a premiums for the issuance of shares in favor of the Holdco Colombia I SpA. As a result of this increase, there were no significant changes in the shareholder composition.
- On September 17, 2024, LATAM Airlines Group S.A. acquired in 1 Euro, 100% of the rights of the company Faisán Finance Designates Activity Company, domiciled in Ireland, for the purposes of acquiring, managing, financing, refinancing, among others.

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On November 8, 2024, the Board of Directors of the subsidiary Connecta Corporation agreed the distribution and payment of dividends of ThUS\$19,000 to Lan Cargo S.A., as sole shareholder. This transaction did not generate any effect within the Consolidated Financial Statements.

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At the Extraordinary General Shareholders' Meeting held on December 16, 2024 of the subsidiary Lan Argentina S.A., it was agreed to forgive the debt associated with the preferred dividends accrued and owed by this subsidiary to its shareholders, and to amend the company statute to eliminate the Class "B" Preferred Shares, replacing them in their entirety with ordinary shares. Accrued preferred dividends that were outstanding to shareholders amounted to ThUS\$1,019 as of December 15, 2024. At this same Meeting, it was approved to amend the company statute to replace all preferred shares with ordinary shares, with the accrual of preferred dividends being null and void as of this date. This transaction did not generate any effect within the Consolidated Financial Statements.

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At the Extraordinary General Shareholders' Meeting held on December 16, 2024, of the subsidiary Inversora Cordillera S.A., it was agreed to forgive the debt associated with the preferred dividends accrued and owed by said subsidiary to its shareholders, and to amend the company statute to eliminate the Class "A" Preferred Shares, replacing them in their entirety with ordinary shares. The accumulated preferred dividends that were pending payment to shareholders amounted to ThUS\$8,580. At this same Meeting, it was approved to amend the company statute to eliminate and replace preferred shares with ordinary shares, with the accrual of preferred dividends being null and void as of this date. This transaction did not generate any effect within the Consolidated Financial Statements.

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On December 17, 2024, a capital increase was carried out in Aerovías de Integración Regional S.A. by Holdco Colombia I SpA, for an amount of ThUS\$18,544, equivalent to 10 shares and with a premiums for the issuance of shares in favor of the Holco Colombia I SpA. As a result of this increase, there were no significant changes in the shareholder composition.

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On January 27, 2025, Transportes Aéreos del Mercosur S.A. approved the distribution of total dividends for an amount of ThUS\$6,056 (ThUS\$5,752 paid to TAM S.A. and ThUS\$304 paid to a non-controlling interest), corresponding to profits for the 2024 financial year. Consequently, there were no significant changes in the shareholding composition related to this dividend distribution.

- On February 3, 2025, a capital increase was made in Americonsult de Costa Rica S.A., through a the contribution of Americonsult, S.A. de C.V. of accounts receivable for ThUS\$489; consequently, there were no significant changes in the shareholding composition, and therefore, did not generate any effect within the Consolidated Financial Statements.
- On February 28, 2025, a capital reduction was carried out at TAM S.A. through the absorption of accumulated losses and legal reserves, in the amount of ThUS\$670,075. This transaction did not generate any impact effect within the Consolidated Financial Statements.
- On February 28, 2025, a capital reduction was carried out at TAM Linhas Aéreas S.A. through the absorption of accumulated losses and legal reserves, in the amount of ThUS\$695,701. This transaction did not generate any impact effect within the Consolidated Financial Statements.
- On March 17, 2025, a capital reduction was carried out at Inversora Cordillera S.A. through the absorption of losses in the amount of ThUS\$4,542. Consequently, there were no significant changes in the shareholding composition, and therefore, did not generate any impact effect within the Consolidated Financial Statements.
- On March 31, 2025, the clousure of Laser Cargo S.R.L.and Consorcio Fast Air Laser Cargo UTE, did not generate any impact effect within the Consolidated Financial Statements.
- On April 25, 2025, the Company Atlantic Aviation Investment LLC. was liquidated and its controller Lan Pax Group S.A. acquired all its assets, liabilities, rights and obligations, as a result of the liquidation. These transactions were carried out between entities under common control of LATAM Airlines Groups S.A. and, therefore, did not generate any effect within the Consolidated Financial Statements.
- On August 5, 2025, Americonsult de Guatemala was legally dissolved, did not generate any impact effect within the Consolidated Financial Statements.

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- On August 28, 2025, Americonsult de Costa Rica S.A. was legally dissolved, did not generate any impact effect within the Consolidated Financial Statements.
- On September 9, 2025, TAM S.A. approved the distribution of a total dividend amounting to ThUS\$105,376 (ThUS\$95,684 was paid to LATAM Airlines Group S.A. and ThUS\$9,692 was paid to Holdco I S.A.), corresponding to profits for the year 2025. Consequently, there were no significant changes in the shareholding composition related to this dividend distribution.
- On October 29, 2025, Multiplus Corretora de Seguros Limitada and Prismah Fidelidade Limitada merged with TAM Linhas Aéreas S.A., did not generate any impact effect within the Consolidated Financial Statements.
- On October 29, 2025, TP Franchising Limitada was absorbed by Fidelidade Viagens e Turismo S.A., which acquired all of its assets, liabilities, rights, and obligations. This transaction was carried out between entities of the LATAM Airlines Group S.A. and, therefore, had no effect on the Consolidated Financial Statements.
- On November 14, 2025, Lan Cargo S.A., as sole shareholder, increased its capital in Prime Cargo SpA. by ThUS\$4,077. This transaction did not generate any effect on the Consolidated Financial Statements.
- On December 16, 2025, TAM S.A. approved the distribution of a total dividend amounting to ThUS\$366,788 (of which ThUS\$323,578 was paid to LATAM Airlines Group S.A. and ThUS\$43,210 was paid to Holdco I S.A.), corresponding to profits for the year 2025. Consequently, there were no significant changes in the shareholding composition related to this dividend distribution.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following describes the principal accounting policies adopted in the preparation of these consolidated financial statements.

2.1. Basis of Preparation

These consolidated financial statements of LATAM Airlines Group S.A. and Subsidiaries as of December 31, 2025 and 2024, have been prepared in accordance with the International Financial Reporting Standards as issued by the International Accounting Standards Board (IFRS Accounting Standards) and with the interpretations issued by the International Financial Reporting Standards Interpretations Committee (IFRIC IC).

The consolidated financial statements have been prepared under the historic-cost criterion, although modified by the valuation at fair value of certain financial instruments.

The preparation of the consolidated financial statements in accordance with IFRS Accounting Standards requires the use of certain critical accounting estimates. It also requires management to use its judgment in applying the Company's accounting policies. Note 4 describe the areas that imply a greater degree of judgment or complexity or the areas where the assumptions and estimates are significant to the consolidated financial statements.

These consolidated financial statements have been prepared in accordance with the accounting policies used by the Company in the preparation of the 2024 consolidated financial statements, except for the standards and interpretations adopted as of January 1, 2025.

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(a) Application of new standards for the year 2025 :

Accounting pronouncements with implementation effective from January 1, 2025:

	Issuance Date	Effective Date:
(i) Standards and amendments		
Amendments to IAS 21: Lack of Exchangeability	August 2023	01/01/2025

The application of these accounting standards as of January 1, 2025, had no significant effect on the Company's consolidated financial statements.

(b) Accounting pronouncements not in force for the financial year beginning on January 1, 2025:

	Issuance Date	Effective Date:
(i) Standards and amendments		
IFRS 18: Presentation and disclosures in the financial statements	April 2024	01/01/2027
Amendment to IFRS 9 and IFRS 7: Classification and Measurement of Financial Instruments	May 2024	01/01/2026
IFRS 19 Subsidiaries without Public Accountability: Disclosures	May 2024	01/01/2027
Amendments to Illustrative Examples on IFRS 7, IFRS 18, IAS 1, IAS 8, IAS 36 and IAS 37: Disclosures about Uncertainties in the Financial Statements	November 2025	01/01/2027

The Company's management is currently evaluating the potential impact of applying IFRS 18 Presentation and disclosure in Financial Statements on the consolidated financial statements. Furthermore, it is estimated that the adoption of the amendment to IFRS 19 Non-Publicly Owned Subsidiaries: Disclosures, and the amendments to IFRS 9 and IFRS 7, will not have a significant effect on the company's consolidated financial statements in the year of their initial adoption.

2.2. Basis of Consolidation

(a) Subsidiaries

Subsidiaries are all the entities (including special-purpose entities) over which the Company has the power to control the financial and operating policies, which are generally accompanied by a holding of more than half of the voting rights. In evaluating whether the Company controls another entity, the existence and effect of potential voting rights that are currently exercisable or convertible at the date of the consolidated financial statements are considered. The subsidiaries are consolidated from the date on which control is passed to the Company and they are excluded from the consolidation on the date they cease to be so controlled. The results and cash are incorporated from the date of acquisition.

Balances, transactions and unrealized gains on transactions between the Company's entities are eliminated. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment loss of the asset transferred. When necessary, in order to ensure uniformity with the policies adopted by the Company, the accounting policies of the subsidiaries are modified.

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To account for and identify the financial information to be disclosed when carrying out a business combination, such as the acquisition of an entity by the Company, the acquisition method provided for in IFRS 3: Business combinations is used.

(b) Transactions with non-controlling interests

The Group applies the policy of considering transactions with non-controlling interests, when not related to the loss of control, as equity transactions without an effect on income.

(c) Sales of subsidiaries

When a subsidiary is sold and a percentage of participation is not retained, the Company derecognizes the assets and liabilities of the subsidiary, the non-controlling interest and other components of equity related to the subsidiary. Any gain or loss resulting from the loss of control is recognized in the consolidated income statement by function within Other gains/(losses).

If LATAM Airlines Group S.A. and Subsidiaries retain an ownership of participation in the disposed subsidiary which does not represent control, this is recognized at fair value on the date that control is lost and the amounts previously recognized in Other comprehensive income are accounted as if the Company had disposed directly the assets and related liabilities, which can cause these amounts to be reclassified to profit or loss. The percentage retained valued at fair value is subsequently accounted using the equity method.

2.3. Foreign currency transactions

(a) Presentation and functional currencies

The items included in the financial statements of each of the entities of LATAM Airlines Group S.A. and its Subsidiaries are valued using the currency of the main economic environment in which the entity operates (the functional currency). The functional currency of LATAM Airlines Group S.A. is the United States Dollar, which is also the presentation currency of the consolidated financial statements of LATAM Airlines Group S.A. and Subsidiaries.

(b) Transactions and balances

Foreign currency transactions are translated to the functional currency using the exchange rates on the transaction dates. When there is no exchangeability between two currencies on the measurement date, the spot exchange rate on that date will be estimated. Foreign currency gains and losses resulting from the liquidation of these transactions and from the translation at the closing exchange rates of the monetary assets and liabilities denominated in foreign currency are shown in the consolidated statement of income by function except when deferred in Other comprehensive income as qualifying cash flow hedges.

(c) Adjustment due to hyperinflation

After July 1, 2018, the Argentine economy was considered, for purposes of IFRS Accounting Standards, hyperinflationary. The consolidated financial statements of the subsidiaries whose functional currency is the Argentine Peso have been restated.

The non-monetary items of the statement of financial position as well as the income statement, comprehensive income and cash flows of the group's entities, whose functional currency corresponds to a hyperinflationary economy, are adjusted for inflation and re-expressed in accordance with the variation of the consumer price index ("CPI"), at each presentation date of its financial statements. The re-expression of non-monetary items is made from the date of initial recognition in the statements of financial position and considering that the financial statements are prepared under the historical cost criterion.

Net losses or gains arising from the re-expression of non-monetary items and income and costs are recognized in the consolidated income statement under "Result of indexation units".

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Net gains and losses on the re-expression of opening balances due to the initial application of IAS 29 were recognized in the consolidated "Retained earnings/(losses)".

Re-expression due to hyperinflation will be recorded until the period or exercise in which the economy of the entity ceases to be considered as a hyperinflationary economy. At that time, the adjustments made by hyperinflation will be part of the cost of non-monetary assets and liabilities.

The comparative amounts in the consolidated financial statements of the Company are presented in a stable currency and are not adjusted for subsequent changes in the price level or exchange rates.

(d) Group entities

The results and the financial situation of the Group's entities, whose functional currency is different from the presentation currency of the consolidated financial statements, of LATAM Airlines Group S.A., which does not correspond to the currency of a hyperinflationary economy, are converted into the currency of presentation as follows:

- (i) Assets and liabilities of each consolidated statement of financial position presented are translated at the closing exchange rate on the consolidated statement of financial position date;
- (ii) The revenues and expenses of each income statement account are translated at the exchange rates prevailing on the transaction dates, and
- (iii) All the resultant exchange differences by conversion are shown as a separate component in other comprehensive income, within "(Gains/(losses) for currency translation differences income (losses) on currency translation, before tax".

For those subsidiaries of the group whose functional currency is different from the presentation currency and corresponds to the currency of a hyperinflationary economy; its restated results, cash flow and financial situation are converted to the presentation currency at the closing exchange rate on the date of the consolidated financial statements.

The exchange rates used correspond to those fixed in the country where the subsidiary is located, whose functional currency is different to the U.S. dollar.

2.4. Property, plant and equipment

The land of LATAM Airlines Group S.A. and its Subsidiaries, are recognized at cost less any accumulated impairment loss. The rest of the Property, plant and equipment are recorded, both at their initial recognition and their subsequent measurement, at their historical cost, restated for inflation when appropriate, less the corresponding depreciation and any loss due to impairment.

The amounts of advances paid to the aircraft manufacturers are capitalized by the Company under Construction in progress until they are received.

Subsequent costs (replacement of components, improvements, extensions, etc.) are included in the value of the initial asset or are recognized as a separate asset, only when it is probable that the future economic benefits associated with the elements of property, plant and equipment, will flow to the Company and the cost of the item can be determined reliably. The value of the replaced component is written off. The rest of the repairs and maintenance are charged to income when they are incurred.

The depreciation of the Property, plant and equipment is calculated using the linear method over their estimated technical useful lives; except in the case of certain technical components which are depreciated on the basis of cycles and hours flown. This charge is recognized in the captions "Cost of sales" and "Administrative expenses".

The residual value and the useful life of assets are reviewed and adjusted, if necessary, once a year. Useful lives are detailed in Note 16 (d).

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When the value of an asset exceeds its estimated recoverable amount, its value is immediately reduced to its recoverable amount.

Losses and gains from the sale of property, plant and equipment are calculated by comparing the consideration with the book value and are included in the consolidated statement of income.

2.5. Intangible assets other than goodwill

(a) Airport slots and Loyalty program

Airport slots and the Loyalty program correspond to intangible assets with indefinite useful lives and are annually tested for impairment as an integral part of the CGU Air Transport.

Airport Slots correspond to an administrative authorization to carry out operations of arrival and departure of aircraft, at a specific airport, within a certain period of time.

The Loyalty program corresponds to the system of accumulation and exchange of miles that is part of TAM Linhas Aereas S.A.

(b) Computer software

Licenses for computer software acquired are capitalized on the basis of the costs incurred in acquiring them and preparing them for using the specific software. These costs are amortized over their estimated useful lives, for which the Company has defined useful lives between 3 and 10 years.

Expenses related to the development or maintenance of computer software which do not qualify for capitalization, are shown as an expense when incurred. The personnel costs and other costs directly related to the production of unique and identifiable computer software controlled by the Company, are shown as intangible Assets other than Goodwill when they have met all the criteria for capitalization.

2.6. Borrowing costs

Interest costs incurred for the construction of any qualified asset are capitalized over the time necessary for completing and preparing the asset for its intended use. Other interest costs are recognized in the consolidated statement of income by function when accrued.

2.7. Losses for impairment of non-financial assets

Intangible assets that have an indefinite useful life and IT projects under development are not subject to amortization and are subject to annual impairment testing or if there are indications of impairment, as an integral part of the Air Transport CGU. Assets subject to amortization are tested for impairment losses whenever any event or change in circumstances indicates that the carrying amount may not be recoverable. An impairment loss is recognized for the excess of the carrying amount of the asset over its recoverable amount. The recoverable amount is the fair value of an asset less the costs of sale or the value in use, whichever is greater. For the purpose of evaluating impairment losses, assets are grouped at the lowest level for which there are largely independent cash inflows (cash generating unit. Non-financial assets, other than goodwill, that would have suffered an impairment loss are reviewed if there are indicators of reversal of losses. Impairment losses are recognized in the consolidated statement of income by function under "Other gains (losses)".

2.8. Financial assets

The Company classifies its financial assets in the following categories: at fair value (either through other comprehensive income, or through gains or losses), and at amortized cost. The classification depends on the business model of the entity to manage the financial assets and the contractual terms of the cash flows.

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The group reclassifies debt investments when, and only when, it changes its business model to manage those assets.

In the initial recognition, the Company measures a financial asset at its fair value plus, in the case of a financial asset classified at amortized cost, the transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets accounted for at fair value through profit or loss are recorded as expenses in the consolidated statement of income by function.

(a) Debt instruments

The subsequent measurement of debt instruments depends on the group's business model to manage the asset and cash flow characteristics of the asset. The Company has two measurement categories in which the group classifies its debt instruments:

Amortized cost: the assets held for the collection of contractual cash flows where those cash flows represent only payments of principal and interest are measured at amortized cost. A gain or loss on a debt investment that is subsequently measured at amortized cost and is not part of a hedging relationship is recognized in income when the asset is derecognized or impaired. Interest income from these financial assets is included in financial income using the effective interest rate method.

Fair value through profit or loss: assets that do not meet the criteria of amortized cost or fair value through other comprehensive income are measured at fair value through profit or loss. A gain or loss on a debt investment that is subsequently measured at fair value through profit or loss and is not part of a hedging relationship is recognized in profit or loss and is presented net in the consolidated statement of income by function within other gains / (losses) in the period or exercise in which it arises.

(b) Equity instruments

Changes in the fair value of financial assets at fair value through profit or loss are recognized in Other gains/(losses) in the consolidated statement of income by function as appropriate.

The Company evaluates in advance the expected credit losses associated with its debt instruments recorded at amortized cost. The applied impairment methodology depends on whether there has been a significant increase in credit.

2.9. Derivative financial instruments and embedded derivatives

Derivative financial instruments and hedging activities

Initially at fair value on the date on which the derivative contract was made and are subsequently valued at their fair value. The method to recognize the resulting loss or gain depends on whether the derivative designated as a hedging instrument and, if so, the nature of the item being hedged.

The Company designates certain derivatives as:

- (a) Hedge of an identified risk associated with a recognized liability or an expected highly- probable transaction (cash-flow hedge), or
- (b) Derivatives that do not qualify for hedge accounting.

At the beginning of the transaction, the Company documents the economic relationship between the hedged items existing between the hedging instruments and the hedged items, as well as its objectives for risk management and the strategy to carry out various hedging operations. The Company also documents its assessment, both at the beginning and on an ongoing basis, as to whether the derivatives used in the hedging transactions are highly effective in offsetting the changes in the fair value or cash flows of the items being hedged.

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The total fair value of the hedging derivatives is booked as Other non-current financial asset or liability if the remaining maturity of the item hedged is over 12 months, and as an Other current financial asset or liability if the remaining term of the item hedged is less than 12 months. Derivatives not booked as hedges are classified as Other financial assets or liabilities.

(a) Cash flow hedges

The effective portion of changes in the fair value of derivatives that are designated and qualify as cash flow hedges is shown in the statement of other comprehensive income. The loss or gain relating to the ineffective portion is recognized immediately in the consolidated statement of income by function under other gains (losses). Amounts accumulated in equity are reclassified to profit or loss in the periods or exercise when the hedged item affects profit or loss. When these amounts correspond to hedging derivatives of highly probable items that give rise to non-financial assets or liabilities, in which case, they are recorded as part of the non-financial assets or liabilities.

For fuel price hedges, the amounts shown in the statement of other comprehensive income are reclassified to results under the line-item Cost of sales to the extent that the fuel subject to the hedge is used.

Gains or losses related to the effective part of the change in the intrinsic value of the options are recognized in the cash flow hedge reserve within equity. Changes in the time value of the options related to this part are recognized within Other Consolidated Comprehensive Income in the costs of the hedge reserve within equity.

When a hedging instrument matures, is sold, or fails to meet the requirements to be accounted for as a hedge, any gain or loss accumulated in the statement of Other comprehensive income until that moment, remains in the statement of other comprehensive income and is reclassified to the consolidated statement of income when the hedged transaction is finally recognized.

When it is expected that the hedged transaction is no longer going to occur, the gain or loss accumulated in the statement of other comprehensive income is taken immediately to the consolidated statement of income by function as “Other gains (losses)”.

(b) Derivatives not booked as a hedge

The changes in fair value of any derivative instrument that is not booked as a hedge are shown immediately in the consolidated statement of income in “Other gains (losses)”.

Embedded derivatives

The Company assesses the existence of embedded derivatives in financial instrument contracts. Derivatives embedded in non-derivative host contracts are treated as separate derivatives when they meet the definition of a

derivative, their risks and characteristics are not closely related to those of the host contracts and the contracts are not measured at FVTPL as a whole. LATAM Airlines Group S.A. has determined that no embedded derivatives currently exist.

2.10. Inventories

Inventories, are shown at the lower of cost and their net realizable value. The cost is determined on the basis of the weighted average cost method (WAC). The net realizable value is the estimated selling price in the normal course of business, less estimated costs necessary to make the sale.

2.11. Trade and other accounts receivable

Commercial accounts receivable are initially recognized at their fair value and subsequently at their amortized cost in accordance with the effective rate method, less the provision for impairment according to the model of the expected credit losses. The Company applies the simplified approach permitted by IFRS 9, which requires that expected lifetime losses be recognized upon initial recognition of accounts receivable.

In the event that the Company transfers its rights to any financial asset (generally accounts receivable) to a third party in exchange for a cash payment, the Company evaluates whether all risks and rewards have been transferred, in which case the account receivable is derecognized.

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The existence of significant financial difficulties on the part of the debtor, the probability that the debtor goes bankrupt or financial reorganization are considered indicators of a significant increase in credit risk.

The carrying amount of the asset is reduced as the provision account is used and the loss is recognized in the consolidated income statement under "Cost of sales". When an account receivable is written off, it is regularized against the provision account for the account receivable.

2.12. Cash and cash equivalents

Cash and cash equivalents include cash and bank balances, time deposits in financial institutions, and other short-term and highly liquid investments and a low risk of loss of value.

2.13. Capital

The common shares are classified as net equity.

Incremental costs directly attributable to the issuance of new shares or options are shown in net equity as a deduction from the proceeds received from the placement of shares.

2.14. Trade and other accounts payables

Trade payables and other accounts payable are initially recognized at fair value and subsequently at amortized cost.

2.15. Interest-bearing loans

Financial liabilities are shown initially at their fair value, net of the costs incurred in the transaction. Later, these financial liabilities are valued at their amortized cost; any difference between the proceeds obtained (net of the necessary arrangement costs) and the repayment value, is shown in the consolidated statement of income during the term of the debt, according to the effective interest rate method.

Financial liabilities are classified in current and non-current liabilities according to the contractual payment dates of the nominal principal and compliance with contractual agreements at the closing date of these financial statements.

Convertible Notes

The component parts of the convertible notes issued by LATAM Airlines Group S.A. are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

At the date of issue, the fair value of the liability component is estimated using the prevailing market interest rate for similar non-convertible instruments. This amount is recorded as a liability on an amortized cost basis using the

effective interest method until extinguished upon conversion or at the instrument's maturity date. The conversion option classified as equity is determined by the deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognized and included in other equity, net of income tax effects, and is not subsequently remeasured. In addition, the conversion option classified as equity will remain in other equity until the conversion option is exercised, in which case, the balance recognized in other equity will be transferred to share capital. Where the conversion option remains unexercised at maturity date of the convertible bond, the balance recognized in other equity will be transferred to "Retained earnings". No gain or loss is recognized in profit or loss upon conversion or expiration of the conversion option.

Transaction costs that relate to the issue of the convertible notes are allocated to the liability and equity components in proportion to the allocation of the gross proceeds. Transaction costs relating to the equity component are charged directly to equity.

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2.16. Current and deferred taxes

The tax expense for the period or exercise comprises income and deferred taxes.

The current income tax expense is calculated based on tax laws enacted at the date of the statement of financial position, in the countries in which the subsidiaries and associates operate and generate taxable income.

Deferred taxes are calculated according to the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. When deferred taxes arise from the initial recognition of a liability or an asset in a transaction other than a business combination, which at the time of the transaction does not affect either the accounting result or the tax profit or loss, they are recorded. Deferred tax is determined using the tax rates (and laws) that have been enacted or substantially enacted at the date of the consolidated statements of financial position and are expected to apply when the related deferred tax asset is realized or the deferred tax liability discharged.

Deferred tax assets are recognized only to the extent it is probable that the future taxable profit will be available against which the temporary differences can be utilized.

The tax (current and deferred) is recognized in the statement of income by function, unless it relates to an item recognized in other comprehensive income, directly in equity or arises from a business combination. In this case the tax is also recognized in other comprehensive income or, directly in the statement of income by function, respectively.

Deferred tax assets and liabilities are offset if, and only if:

- (a) there is a legally enforceable right to set off current tax assets and liabilities, and
- (b) the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either: (i) the same taxable entity, or (ii) different taxable entities which intend to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered.

LATAM Airlines Group S.A. has assessed the potential impact arising from the implementation of the so-called “GloBE Rules” or “Pillar Two”, which aim to ensure that multinational groups are subject to a minimum effective tax rate of 15%.

Based on the analyses performed, the Group has concluded that, with the exception of Brazil and Ireland, no entity, permanent establishment or vehicle within the LATAM Group is expected to have a financial impact arising from the application of the GloBE Rules as of December 31, 2025. This is either because such entities fall outside the scope of the GloBE Rules (as they do not meet the criteria to be considered "Constituent Entities") or because they are located in jurisdictions that, as of that date, have not implemented the Pillar Two rules.

With respect to Brazil and Ireland, although the local legal entities fall within the scope of Pillar Two and are therefore subject to related tax compliance obligations, the analyses performed to date indicate that no material impact on the Group's results is expected. Accordingly, as of the reporting date, no income tax expense related to Pillar Two has been recognized.

Given the complexity and evolving nature of this new legislation, LATAM Group continues to monitor and assess potential impacts on an ongoing basis, particularly in the event that jurisdictions which have not yet implemented Pillar Two decide to do so, or if further analysis becomes necessary with respect to legal entities and permanent establishments classified as "Constituent Entities".

LATAM Airlines Group S.A. and its Subsidiaries have adopted the exception of paragraph 4A of IAS 12, incorporated in the amendment published on May 23, 2023, relating to the recognition and disclosure of deferred tax assets and liabilities related to Pillar Two income taxes.

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2.17. Employee benefits

(a) Personnel vacations

The Company recognizes the expense for personnel vacations on an accrual basis.

(b) Share-based compensation

The compensation plans implemented based on the value of the shares of the Company are recognized in the consolidated financial statements in accordance with IFRS 2: Share-based payments, for cash settled awards the fair value, updated as of the closing date of each reporting period or exercise, is recorded as a liability with charge to remuneration.

(c) Post-employment

Provisions are made for these obligations by applying the method of the projected unit credit method, and considering estimates of future permanence, mortality rates and future wage increases determined on the basis of actuarial calculations. The discount rates are determined by reference to market interest-rate curves. Actuarial gains or losses are shown in other comprehensive income.

(d) Incentives

The Company has an annual incentives plan for its personnel for compliance with objectives and individual contribution to the results. The incentives eventually granted consist of a given number or portion of monthly remuneration and the provision is made on the basis of the amount estimated for distribution.

(e) Termination benefits

The group recognizes termination benefits at the earlier of the following dates: (a) when the group terminates the employee relationship; and (b) when the entity recognizes costs for a restructuring that is within the scope of IAS 37 and involves the payment of terminations benefits.

2.18. Provisions

Provisions are recognized when:

(i) The Company has a present legal or constructive obligation as a result of a past event;

(ii) It is probable that payment is going to be required to settle an obligation; and

(iii) A reliable estimate of the obligation amount can be made.

2.19. Revenue from contracts with customers

(a) Transportation of passengers and cargo

The Company recognizes the sale for the transportation service as a deferred income liability, which is recognized as income when the transportation service has been provided or expired. In the case of air transport services sold by the Company and that will be made by other airlines, the liability is reduced when they are remitted to said airlines. The Company periodically reviews whether it is necessary to make an adjustment to deferred income liabilities, mainly related to returns, changes, among others.

Compensations granted to clients for changes in the levels of services or billing of additional services such as additional baggage, change of seat, among others, are considered modifications of the initial contract, therefore, they are deferred until the corresponding service is provided.

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(b) Expiration of air tickets

The Company estimates on a monthly basis the probability of expiration of air tickets, with refund clauses, based on their history of use. Air tickets without a refund clause expire on the date of the flight in case the passenger does not show up.

(c) Costs associated with the contract

The costs related to the sale of air tickets are capitalized and deferred until the moment of providing the corresponding service. These assets are included under the heading "Other non-financial assets" on "Current Assets" in the Consolidated Classified Statement of Financial Position.

(d) Frequent passenger program

The Company maintains the following loyalty programs: LATAM Pass and LATAM Pass Brazil, whose objective is building customer loyalty through the delivery of miles.

These programs give their frequent passengers the possibility of earning LATAM Pass miles, which grant the right to a selection of both air and non-air awards. Additionally, the Company sells the LATAM Pass miles to financial and non-financial partners through commercial alliances to award miles to their customers.

To reflect the miles earned, the loyalty program mainly includes two types of transactions that are considered revenue arrangements with multiple performance obligations: (1) Passenger Ticket Sales Earning miles (2) miles sold to financial and non-financial partner.

(1) Passenger Ticket Sales Earning Miles.

In this case, the miles are awarded to customers at the time that the company performs the flight.

To value the miles earned with travel, we consider the quantitative value a passenger receives by redeeming miles for a ticket rather than paying cash, which is referred to as Equivalent Ticket Value ("ETV"). Our estimate of ETV is adjusted for miles that are not likely to be redeemed ("breakage").

The balance of miles that are pending to redeem are included within deferred revenue.

(2) Miles sold to financial and non-financial partners

To value the miles earned through financial and non-financial partners, the performance obligations with the client are estimated separately. To calculate these performance obligations, different components that add value in the commercial contract must be considered, such as marketing, advertising and other benefits, and finally the value of the miles awarded to customers based on our ETV. The value of each of these components is finally allocated in proportion to their relative prices. The performance obligations associated with the valuation of the miles earned become part of the Deferred Revenue, and the remaining performance obligations are recorded as revenue when the miles are delivered to the client.

When the miles are exchanged for products and services other than the services provided by the Company, the income is recognized immediately; when the exchange is made for air tickets of any airline of LATAM Airlines Group S.A. and Subsidiaries, the income is deferred until the air transport service is provided.

The miles that the Company estimates will not be exchanged are recognized in the results based on the consumption pattern of the miles effectively exchanged by customers. The Company uses statistical models to estimate the probability of exchange, which is based on historical patterns and projections.

2.20. Leases

The Company recognizes contracts that meet the definition of a lease as a right of use asset and a lease liability on the date when the underlying asset is available for use.

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Right of use assets are measured at cost including the following:

- The amount of the initial measurement of the lease liability;
- Lease payment made at or before commencement date;
- Initial direct costs, and
- Restoration costs.

The right of use assets are recognized in the statement of financial position in Property, plant and equipment.

Lease liabilities include the net present value of the following payments:

- Fixed payments including in substance fixed payment.
- Variable lease payments that depend on an index or a rate;
- The exercise price of a purchase option, if it is reasonably certain that the option will be exercised.

The discount rate that LATAM Airlines Group S.A. and Subsidiaries uses is the interest rate implicit in the lease, if that rate can be readily determined. This is the rate of interest that causes the present value of (a) lease payments and (b) the unguaranteed residual value to equal the sum of (i) the fair value of the underlying asset and (ii) any initial direct costs of the lessor.

LATAM Airlines Group S.A. and Subsidiaries uses its incremental borrowing rate if the interest rate implicit in the lease cannot be readily determined.

Lease liabilities are recognized in the statement of financial position under "Other financial liabilities, current or non-current".

Interest accrued on financial liabilities is recognized in the consolidated statement of income in "Financial costs".

Principal and interest are present in the consolidated cash flow as "Payments of lease liability" and "Interest paid", respectively, within financing cash flows.

Payments associated with short-term leases without purchase options and leases of low-value assets are recognized on a straight-line basis in profit or loss at the time of accrual. Those payments are presented within operating cash flows.

The Company analyzes the financing agreements of aircraft, mainly considering characteristics such as:

- (a) That the Company initially acquired the aircraft or took an important part in the process of direct acquisition with the manufacturers.
- (b) Due to the contractual conditions, it is virtually certain that the Company will execute the purchase option of the aircraft at the end of the lease term.

Since these financing agreements are “substantially purchases” and not leases, the related liability is considered as a financial debt classified under IFRS 9 and continues to be presented within the “Other financial liabilities” described in Note 18. On the other hand, the aircraft are presented in Property, Plant and Equipment, as described in Note 16, as “own aircraft”.

The Group qualifies as sale and lease transactions, operations that lead to a sale according to IFRS 15. More specifically, a sale is considered as such if there is no option to purchase the goods at the end of the lease term.

If the sale by the seller-lessee is classified as a sale in accordance with IFRS 15, the underlying asset is derecognized, and a right-of-use asset equal to the portion retained proportionally of the amount of the asset is recognized.

If the sale by the seller-lessee is not classified as a sale in accordance with IFRS 15, the transferred assets are kept in the financial statements and a financial liability equal to the sale price is recognized (received from the buyer-lessor).

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2.21. Non-current assets or disposal groups classified as held for sale

Non-current assets (or disposal groups) classified as assets held for sale are shown at the lesser of their book value and the fair value less costs to sell.

2.22. Maintenance

The costs incurred for scheduled heavy maintenance of the aircraft's fuselage and engines are capitalized and depreciated until the next maintenance. The depreciation rate is determined on technical grounds, according to the use of the aircraft expressed in terms of cycles and flight hours.

In case of aircraft include in property, plant and equipment, these maintenance cost are capitalized as Property, plant and equipment, while in the case of aircraft on right of use, a liability is accrued based on the use of the main components is recognized, since a contractual obligation with the lessor to return the aircraft on agreed terms of maintenance levels exists. These are recognized as Cost of sales.

Additionally, some contracts that comply with the definition of lease establish the obligation of the lessee to make deposits to the lessor as a guarantee of compliance with maintenance and return conditions. These deposits, often called maintenance reserves, accumulate until a major maintenance is performed; and once done, recovery is requested to the lessor. At the end of the contract period, there is comparison between the reserves that have been paid and required return conditions, and compensation between the parties are made if applicable.

The unscheduled maintenance of aircraft and engines, as well as minor maintenance, are charged to results as incurred.

2.23. Environmental costs

Disbursements related to environmental protection are charged to results when incurred or accrue.

NOTE 3 - FINANCIAL RISK MANAGEMENT

3.1. Financial risk factors

The Company is exposed to different financial risks: (a) market risk, (b) credit risk, and (c) liquidity risk. The risk management of the Company aims to minimize the adverse effects of financial risks affecting the company.

(a) Market risk

Due to the nature of its operations, the Company has exposure to market factors such as: (i) fuel-price risk, (ii) exchange -rate risk (FX), and (iii) interest -rate risk.

The Company has developed manuals and procedures to manage the market risk, which goal is to identify, quantify, monitor and mitigate the adverse effects of changes in market factors mentioned above.

For the foregoing, Management monitors the evolution of fuel price levels, exchange rates and interest rates, quantifies their exposures and their risk, and develops and executes hedging strategies.

(i) Fuel-price risk

Exposure:

For the execution of its operations, the Company purchases a fuel called Jet Fuel grade 54 USGC, which is subject to the fluctuations of international fuel prices.

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Mitigation:

To hedge the fuel-price risk exposure, the Company operates with derivative instruments (swaps and options) whose underlying assets may be different from Jet Fuel, such as West Texas Intermediate (“WTI”) crude, Brent (“BRENT”) crude and distillate Heating Oil (“HO”), which may have a high correlation with Jet Fuel and greater liquidity.

Fuel Hedging Results:

During the period ended December 31, 2025, the Company recognized losses of US\$19.1 million for fuel hedging net of premiums in the costs of sales for the year. During the year ended December 31, 2024, the Company recognized losses of US\$(18.1) million for fuel hedging net of premiums in the costs of sales for the year.

As of December 31, 2025, the market value of the fuel positions amounted to US\$14.0 million. At the end of December 2024, this market value was US\$7.7 million.

The following tables show the level of hedge for different periods:

Positions as of December 31, 2025 (*)	Maturities				
	Q126	Q226	Q326	Q426	Total
Percentage of coverage over the expected volume of consumption	48%	39%	26%	17%	32%

Positions as of December 31, 2024 (*)	Maturities				
	Q125	Q225	Q325	Q425	Total
Percentage of coverage over the expected volume of consumption	51%	47%	34%	30%	41%

(*) The percentage shown in the table considers all the hedging instruments (swaps and options).

Sensitivity analysis

A drop in fuel price positively affects the Company through a reduction in costs. However, also negatively affects contracted positions as these are acquired to protect the Company against the risk of a rise in price. Therefore, the strategy is to maintain a hedge-free percentage in order to be competitive in the event of a drop in price.

The current hedge positions are booked as cash flow hedge contracts, so a variation in the fuel price has an impact on the Company’s net equity.

The following table shows the sensitivity of financial instruments according to reasonable changes in the price of fuel and their effect on equity.

The calculations were made considering a parallel movement of US\$5 per barrel in the underlying reference price curve at the end of December 2025 and the end of December of 2024 . The projection period was defined until the end of the last fuel hedging contract in force, being the last business day of the fourth trimester of 2026.

Benchmark price (US\$ per barrel)	Positions as of December 31, 2025	Positions as of December 31, 2024
	effect on Equity (MUS\$)	effect on Equity (MUS\$)
+5	+17.6	+15.7
-5	-15.1	-12.8

Given the fuel hedging structure for the year 2025, which considers a portion free of hedges, a vertical drop of 5 dollars in the JET reference price (considered as the monthly daily average), would have meant an impact of approximately US\$142.0 million lower fuel cost. For the same period, a vertical rise of 5 dollars in the JET reference price (considered as the monthly daily average), would have meant an approximate impact of US\$131.5 million in higher fuel costs.

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(ii) Foreign exchange rate risk:

Exposure:

The functional currency of the financial statements of the parent company is the US dollar, so that the risk of the Transactional and Conversion exchange rate arises mainly from the Company's business, strategic and accounting operating activities that are expressed in a monetary unit other than the functional currency.

The subsidiaries of LATAM are also exposed to foreign exchange risk whose impact affects the Company's Consolidated Income.

The largest operational exposure to LATAM's exchange risk comes from the concentration of businesses in Brazil, which are mostly denominated in Brazilian real (R\$), and are actively managed by the Company.

At a lower concentration, the Company is also exposed to the fluctuation of other currencies, such as: Euro, Pound sterling, Australian dollar, Colombian peso, Chilean peso, Argentine peso, Paraguayan guarani, Mexican peso, Peruvian Sol and New Zealand dollar.

Mitigation:

The Company mitigates currency risk exposures by contracting hedging or non-hedging derivative instruments or through natural hedges or execution of internal operations.

Exchange Rate Hedging Results (FX):

As of December 31, 2025, the Company recognized losses of US\$22.1 million for FX hedging derivatives net of premiums reflected in exchange rate. At the end of December of 2024, the Company recognize gains for US\$10.0 million for FX hedging derivatives reflected in exchange rate.

As of December 31, 2025, the market value of hedging FX derivative positions is US\$2.7 million. As of December 31, 2024, the market value of the hedging FX derivative positions was US\$3.1 million. As of December 31, 2025, the Company has current hedging FX derivatives for US\$355 million. As of December 31, 2024, the Company holds current hedging FX derivatives of US\$165 million.

Sensitivity analysis:

A depreciation of the R\$/US\$ exchange rate, negatively affects the Company's operating cash flows, however, also positively affects the value of the positions of derivatives contracted.

The following table shows the sensitivity of current hedging FX derivative instruments according to reasonable changes in the exchange rate and its effect on equity.

Appreciation (depreciation) of R\$/US\$	Effect on equity as of December 31, 2025 (MUS\$)	Effect on equity as of December 31, 2024 (MUS\$)
-10%	-7.9	-3.6
+10%	+10.9	+1.0

Impact of Exchange rate variation in the Consolidated Income Statements (Foreign exchange gains/losses).

In the case of TAM S.A., whose functional currency is the Brazilian real, a large part of its assets and liabilities is expressed in US dollars. Therefore, when converting financial assets and liabilities, from US dollar to Brazilian reais, they have an impact on the result of TAM S.A., which is consolidated in the Company's Income Statement.

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In order to reduce the impact on the Company's result caused by appreciations or depreciations of R\$/US\$, the Company carries out internal operations to reduce the net exposure in US\$ for TAM S.A.

The following table shows the impact of the Exchange Rate variation on the Consolidated Income Statement when the R\$/US\$ exchange rate appreciates or depreciates by 10%:

Appreciation (depreciation) of R\$/US\$	Effect on Income Statement for the year ended December 31, 2025 (MUS\$)	Effect on Income Statement for the year ended December 31, 2024 (MUS\$)
-10%	-59.7	-54.7
+10%	+59.7	+54.7

Impact of the exchange rate variation in the Equity, from translating the subsidiaries financial statements into US Dollars (Cumulative Translate Adjustment).

Since the functional currency of TAM S.A. and Subsidiaries is the Brazilian real, the Company presents the effects of the exchange rate fluctuations in Other comprehensive income (Cumulative Translation Adjustment) by converting the Statement of financial position and Income statement of TAM S.A. and Subsidiaries from their functional currency to the U.S. dollar, which is the presentation currency of the consolidated financial statement of LATAM Airlines Group S.A. and Subsidiaries.

The following table shows the impact on the Cumulative Translation Adjustment included in Other comprehensive income recognized in Total equity in the case of an appreciation or depreciation 10% the exchange rate R\$/US\$:

Appreciation (depreciation) of R\$/US\$	Effect at December 31, 2025 MUS\$	Effect at December 31, 2024 MUS\$
-10%	+368.74	+318.51
+10%	-301.70	-260.60

(iii) Interest -rate risk:

Exposure:

The Company has exposure to fluctuations in interest rates affecting the future cash flows of the assets, and current and future financial liabilities.

The Company is mainly exposed to the Secured Overnight Financing Rate (“SOFR”) and other less relevant interest rates such as Brazilian Interbank Certificates of Deposit (“CDI”) .

Of the company's financial debt subject to variable rates, all of the contracts maintain exposure to the SOFR reference rate.

Mitigation:

Currently, 66% (76% as of December 31, 2024) of the debt is fixed. The variable debt, is indexed to the reference rate based on SOFR.

Likewise, most of the company's liquidity is denominated in dollars and indexed to a return rate similar and with alike fluctuation to the SOFR rate, which helps reduce exposure.

Rate Hedging Results:

During the period ended December 31, 2025, the Company did not recognize any losses for premiums paid. At the end of December of 2024, the Company did not recognize any losses for premiums paid.

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As of December 31, 2025, the Company does not hold interest rate derivative positions corresponding to operating leases to fix the income of future plane arrivals. (US\$4.68 million as of December 31, 2024).

As of December 31, 2025, the Company recognized an decrease in the right-of-use asset due to the expiration of derivatives for US\$2.20 million associated with the aircraft lease. As of December 31, 2024, the Company recognized an increase in the right-of-use asset due to the expiration of derivatives for US\$0.1 million associated with the aircraft lease. On this same date, a lower depreciation expense of the right-of-use asset for US\$2.0 million was recognized. At the end of December of 2024, the Company recognized US\$1.9 million for this same concept.

As of December 31, 2025, the Company settled derivatives associated with hedges of leased aircraft for US\$2.2 million. As of December 31, 2024, the Company settled derivatives associated with hedges of leased aircraft for US\$0.1 million).

Sensitivity analysis:

The following table shows the sensitivity of changes in financial obligations that are not hedged against interest-rate variations. These changes are considered reasonably possible, based on current market conditions each date.

Increase (decrease) of future curve SOFR rate	Positions as of December 31, 2025 effect on Income (Loss) before taxes (MUS\$)	Positions as of December 31, 2024 effect on Income (Loss) before tax (MUS\$)
+100 basis points	-14.35	-9.28
-100 basis points	+14.35	+9.28

A large part of the derivatives of current rates are recorded as cash flow hedge contracts, therefore, a variation in interest rates has an impact on the market value of the derivatives, whose changes affect the equity of the entity.

Increase (decrease) interest rate curve	Positions as of December 31, 2025 effect on equity (MUS\$)	Positions as of December 31, 2024 effect on equity (MUS\$)
+100 basis points	—	+5.9
-100 basis points	—	-6.3

The calculations were made by vertically increasing (decreasing) 100 basis points of the interest rate curve, both scenarios being reasonably possible according to historical market conditions.

The sensitivity calculation hypothesis must assume that the forward curves of interest rates will not necessarily reflect the real value of the compensation of the flows. In addition, the interest rate structure is dynamic over time.

During the period ended December 31, 2025, the Company did not record any losses for ineffectiveness in the consolidated income statement for this type of coverage.

(b) Credit risk

Credit risk occurs when the counterparty does not comply with its obligations to the Company under a specific contract or financial instrument, resulting in a loss in the market value of a financial instrument (only financial assets, not liabilities). The customer portfolio as of December 31, 2025 has experienced an increase of 20% compared to the balance as of December 31, 2024, mainly due to an increase in passenger transportation operations (travel agencies and corporate) which increased by 22% in its sales, mainly affecting the payment methods credit card 22%, and cash sales 20%. In relation to the cargo business, it presented a decrease in its operations of 9% compared to December 2024. There was special consideration for the Expected Credit Loss calculation for the clients with balance at the year end that management considered risky. The Expected Credit Loss at the end of December 2025 had a decrease of 12% compared to the end of December 2024, due to the reduction of the portfolio resulting from recoveries and the application of write-offs during the year.

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The Company is exposed to credit risk due to its operational activities and its financial activities, including deposits with banks and financial institutions, investments in other types of instruments, exchange rate transactions and derivatives contracts.

To reduce the credit risk related to operational activities, the company has implemented credit limits to limit the exposure of its debtors, which are permanently monitored for the LATAM network, when deemed necessary, agencies have been blocked for cargo and passenger businesses.

(i) Financial activities

Cash surpluses that remain after the financing of assets necessary for the operation are invested according to credit limits informed to the Company's Board, mainly in time deposits with different financial institutions, private investment funds and short-term mutual funds. These investments are booked as Cash and cash equivalents.

In order to reduce counterparty risk and to ensure that the risk assumed is known and managed by the Company, investments are diversified among different banking institutions (both local and international). The Company evaluates the credit standing of each counterparty and the levels of investment, based on (i) its credit rating, and (ii) investment limits according to the Company's level of liquidity. According to these two parameters, the Company chooses the most restrictive parameter of the previous two and based on this, establishes limits for operations with each counterparty.

The Company has no guarantees to mitigate this exposure.

(ii) Operational activities

The Company has four large sales "clusters": travel agencies, cargo agents, airlines and credit-card administrators. The first three are governed by International Air Transport Association ("IATA"), international organization comprising most of the airlines that represent over 90% of scheduled commercial traffic and one of its main objectives is to regulate the financial transactions between airlines and travel agents and cargo. When an agency or airline does not pay their debt, it is excluded from operating with IATA's member airlines. In the case of credit-card administrators, they are fully guaranteed by 100% by the issuing institutions.

Under certain of the Company's credit card processing agreements, the financial institutions have the right to require that the Company maintain a reserve equal to a portion of advance ticket sales that have been processed by that financial institution, but for which the Company has not yet provided the air transportation. Additionally, the

financial institutions have the ability to require additional collateral reserves or withhold payments related to receivables to be collected if increased risk is perceived related to liquidity covenants in these agreements or negative balances occur.

The exposure consists of the term granted, which fluctuates between 1 and 45 days.

One of the tools the Company uses for reducing credit risk is to participate in global entities related to the industry, such as IATA, Billing Settlement Plan (“BSP”), Cargo Account Settlement Systems (“CASS”), IATA Clearing House (“ICH”) and banks (credit cards). These institutions fulfill the role of collectors and distributors between airlines and travel and cargo agencies. In the case of the Clearing House, it acts as an offsetting entity between airlines for the services provided between them. A reduction in term and implementation of guarantees has been achieved through these entities.

The sales invoicing of TAM Linhas Aéreas S.A. related with cargo agents for domestic transportation in Brazil is done directly by TAM Linhas Aéreas S.A.

Credit quality of financial assets

The external credit evaluation system used by the Company is provided by IATA. Internal systems are also used for particular evaluations or specific markets based on trade reports available on the local market. The internal classification system is complementary to the external one, i.e. for agencies or airlines not members of IATA, the internal demands are greater.

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To reduce the credit risk associated with operational activities, the Company has established credit limits to abridge the exposure of their debtors which are monitored permanently. The bad-debt rate in the principal countries where the Company has a presence is insignificant.

(c) Liquidity risk

Liquidity risk represents the risk that the Company does not have sufficient funds to pay its obligations.

Due to the cyclical nature of its business, the operation and investment needs, along with the need for financing, the Company requires liquid funds, defined as Cash and cash equivalents plus other short-term financial assets, to meet its payment obligations.

The balance of liquid funds, future cash generation and the ability to obtain financing, provide the Company with alternatives to meet future investment and financing commitments.

As of December 31, 2025, the balance of liquid funds is US\$2,150 million (US\$1,958 million as of December 31, 2024), which are invested in short-term instruments through financial entities with a high credit rating classification.

As of December 31, 2025, LATAM maintains three Revolving Credit Facility for a total of US\$1,850 million, one for an amount of US\$800 million, another for an amount of US\$750 million and the last one for US\$300 million. The first two are fully available whilst the third has US\$25 million undrawn and available. With this, the sum of the three committed credit lines amounts to a total of US\$1,575 million. The first of these lines is secured by and subject to the availability of certain collateral (i.e. aircraft, engines and spare parts). The second one, is secured by certain intangibles assets of the Company, which are shared with both international bonds. The third is collateralized by spare engines. (See Note 31)

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Class of liability for the analysis of liquidity risk ordered by date of maturity as of December 31, 2025

Debtor: LATAM Airlines Group S.A., Tax No. 89.862.200-2 Chile

												Annual	
				Up to	More than	More than	More than	More than				Effective	Nominal
				90 days	90 days	one to	three to	five				rate	rate
Tax No.	Creditor	Creditor country	Currency	90 days	to one year	three years	five years	five years	Total	Nominal value	Amortization		
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%
Obligations with the public													
												To the	
97.036.000-											expiration	2.00	2.00
K	SANTANDER	Chile	UF	—	3,159	6,266	6,266	202,439	218,130	164,600			
												To the	
0-E	WILMINGTON TRUST COMPANY	U.S.A.	US\$	30,500	140,750	342,500	1,687,375	830,500	3,031,625	2,200,000	expiration	8.46	7.78
												To the	
97.036.000-											expiration	1.00	1.00
K	SANTANDER	Chile	US\$	—	—	—	—	—	—	3			
Guaranteed obligations													
0-E	BNP PARIBAS	U.S.A.	US\$	5,370	15,576	40,835	40,993	81,342	184,116	146,535	Quarterly	5.38	5.38
												Quarterly/	
0-E	WILMINGTON TRUST COMPANY	U.S.A.	US\$	5,307	15,611	40,740	52,876	—	114,534	99,775	Monthly	5.81	5.81
0-E	CCB	Ireland	US\$	3,670	10,686	27,597	26,849	199,000	267,802	170,208	Quarterly	5.75	5.75
0-E	BOCOMM	Ireland	US\$	6,149	18,209	46,836	44,371	248,051	363,616	242,188	Quarterly	5.83	5.83
Other guaranteed obligation													
0-E	EXIM BANK	U.S.A.	US\$	5,463	16,383	43,668	16,557	—	82,071	78,956	Quarterly	2.03	1.79
0-E	NATIXIS	France	US\$	14,707	43,262	108,256	50,467	34,705	251,397	218,473	Quarterly	5.39	5.39
												To the	
0-E	CREDIT AGRICOLE	France	US\$	4,378	13,063	310,081	—	—	327,522	275,012	expiration	5.94	5.94
Financial lease													
0-E	NATIXIS	France	US\$	9,409	27,399	70,797	96,349	—	203,954	166,742	Quarterly	6.12	6.12
0-E	EXIM BANK	U.S.A.	US\$	25,763	73,206	148,595	61,763	13,355	322,682	305,863	Quarterly	3.54	2.68
0-E	BOC AVIATION	U.S.A.	US\$	1,438	4,175	11,172	11,187	49,887	77,859	52,500	Monthly	6.31	6.31
0-E	BANK OF UTAH	U.S.A.	US\$	5,952	17,928	54,357	48,204	69,393	195,834	149,983	Monthly	10.46	10.46
TOTAL				118,106	399,407	1,251,700	2,143,257	1,728,672	5,641,142	4,270,838			

Class of liability for the analysis of liquidity risk ordered by date of maturity as of December 31, 2025
Debtor: TAM S.A., Tax No. 02.012.862/0001-60, Brazil.

												Annual	
				Up to	More than	More than	More than						
Creditor				90	90 days	one to	three to	More than	Nominal			Effective	Nominal
Tax No.	Creditor	country	Currency	days	to one	three	five	five	Total	value	Amortization	rate	rate
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%
Financial leases													
0-E	NATIXIS	France	US\$	510	1,530	9,886	—	—	11,926	11,926	Quarterly	—	—
TOTAL				510	1,530	9,886	—	—	11,926	11,926			

Class of liability for the analysis of liquidity risk ordered by date of maturity as of December 31, 2025
Debtor: LATAM Airlines Group S.A., Tax No. 89.862.200-2, Chile.

											Annual		
Tax No.	Creditor	country	Amortization days	Up to	90 days	More than	More than	More than	Total	Nominal value	Currency	Effective rate	Nominal rate
				90	to one	one to	three to	More than					
				days	year	three years	five years	five years					
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%
Lease Liability													
	AIRCRAFT	OTHERS	—	174,401	577,354	1,272,385	1,027,954	1,829,616	4,881,710	3,574,027	US\$	—	—
	OTHER ASSETS	OTHERS	—	4,726	13,773	36,544	27,416	95,744	178,203	127,549	US\$	—	—
			—	300	878	2,325	2,325	19,758	25,586	22,433	CLP	—	—
			—	1,508	4,261	9,817	7,852	6,143	29,581	25,862	UF	—	—
			—	493	1,431	1,305	—	—	3,229	3,028	COP	—	—
			—	28	24	29	1	—	82	75	EUR	—	—
			—	3,289	9,858	17,971	14,020	10,827	55,965	39,675	BRL	—	—
			—	38	101	84	2	—	225	212	MXN	—	—
Trade and other accounts payables													
-	OTHERS	OTHERS	—	1,328,751	2,383	—	—	—	1,331,134	1,331,134	US\$	—	—
			—	200,784	1,806	—	—	—	202,590	202,590	CLP	—	—
			—	973,006	649	—	—	—	973,655	973,655	BRL	—	—
			—								Other		
				173,295	4,172	—	—	—	177,467	177,467	currency	—	—
Accounts payable to related parties currents													
Foreign	Qatar Airways	Qatar	—	—	2,375	—	—	—	2,375	2,375	—	—	—
Foreign	Delta Air Lines, Inc.	U.S.A	—	—	5,332	—	—	—	5,332	5,332	—	—	—
Total				2,860,619	624,397	1,340,460	1,079,570	1,962,088	7,867,134	6,485,414			
Total consolidated				2,979,235	1,025,334	2,602,046	3,222,827	3,690,760	13,520,202	10,768,178			

Class of liability for the analysis of liquidity risk ordered by date of maturity as of December 31, 2024

Debtor: LATAM Airlines Group S.A., Tax No. 89.862.200-2 Chile.

Tax No.	Creditor	Creditor country	Currency	Up to 90 days	More than 90 days to one year	More than one to three years	More than three to five years	More than five years	Total	Nominal value	Amortization	Annual	
												Effective	Nominal
												rate	rate
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%
Obligations with the public													
0-E	WILMINGTON TRUST COMPANY	U.S.A.	US\$	—	203,875	407,750	1,107,750	1,455,125	3,174,500	2,100,000	To the expiration	10.69	9.71
97.036.000- K	SANTANDER	Chile	US\$	—	2,970	5,889	5,889	167,830	182,578	147,217	To the expiration	2.00	2.00
97.036.000- K	SANTANDER	Chile	US\$	—	—	—	—	6	6	3	To the expiration	1.00	1.00
Guaranteed obligations													
0-E	WILMINGTON TRUST COMPANY	U.S.A.	US\$	5,770	17,015	43,945	41,683	33,697	142,110	115,727	Quarterly/ Monthly	7.73	7.73
0-E	BOCOMM	Ireland	US\$	2,724	8,158	20,911	19,790	110,277	161,860	100,000	Quarterly	6.42	6.42
0-E	BNP PARIBAS	U.S.A.	US\$	5,996	17,263	45,343	43,928	104,940	217,470	159,624	Quarterly	6.03	6.03
Other guaranteed obligation													
0-E	CREDIT AGRICOLE	France	US\$	4,097	13,097	35,021	292,571	-	344,786	275,012	To the expiration	6.63	6.63
0-E	EXIM BANK	U.S.A.	US\$	5,447	16,392	43,700	38,590	14	104,143	99,109	Quarterly	2.29	2.05
Financial lease													
0-E	NATIXIS	France	US\$	10,319	29,916	77,088	112,238	24,493	254,054	191,383	Quarterly	6.73	6.73
0-E	US BANK	U.S.A.	US\$	11,210	6,710	—	—	—	17,920	17,492	Quarterly	4.88	3.40
0-E	EXIM BANK	U.S.A.	US\$	36,227	82,640	180,932	108,316	36,702	444,817	413,072	Quarterly	4.00	3.17
0-E	BANK OF UTAH	U.S.A.	US\$	5,981	18,001	51,307	60,431	86,947	222,667	161,870	Monthly	10.71	10.71
TOTAL				87,771	416,037	911,886	1,831,186	2,020,031	5,266,911	3,780,509			

(*) Obligation with creditors for executed letters of credit.

Class of liability for the analysis of liquidity risk ordered by date of maturity as of December 31, 2024
Debtor: TAM S.A., Tax No. 02.012.862/0001-60, Brazil.

											Annual		
				Up to	More than	More than	More than	More than					
Tax	Creditor	Creditor	Currency	90 days	to one year	three years	five years	five years	Total	Nominal value	Amortization	Effective rate	Nominal rate
No.	Creditor	country		days	year	years	years	years	ThUS\$	ThUS\$		%	%
Financial leases													
0-E	NATIXIS	France	US\$	510	1,530	4,080	7,846	—	13,966	13,966	Quarterly	—	—
TOTAL				510	1,530	4,080	7,846	—	13,966	13,966			

Class of liability for the analysis of liquidity risk ordered by date of maturity as of December 31, 2024
Debtor: LATAM Airlines Group S.A., Tax No. 89.862.200-2, Chile.

											Annual	
				Up to	More than	More than	More than	More than				
				90 days	90 days to one year	one to three years	three to five years	five years			Effective rate	Nominal rate
Tax No.	Creditor	country	Currency	days	year	years	years	years	Total	Nominal value	Amortization	
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%
Lease Liability												
	AIRCRAFT	OTHERS	US\$	144,076	507,305	1,171,362	958,537	1,718,984	4,500,264	3,174,757	—	—
	OTHER ASSETS	OTHERS	US\$	3,717	11,276	31,723	27,462	90,051	164,229	88,854	—	—
			CLP	1,535	4,604	11,441	10,263	29,935	57,778	36,151	—	—
			UF	1,264	3,757	9,241	6,523	3,631	24,416	21,425	—	—
			COP	344	1,016	1,784	56	—	3,200	2,829	—	—
			EUR	31	92	58	8	—	189	183	—	—
			BRL	3,072	8,322	18,727	12,425	18,256	60,802	38,082	—	—
			MXN	87	217	11	—	—	315	299	—	—
Trade and other accounts payables												
	OTHERS	OTHERS	US\$	1,291,259	6,478	—	—	—	1,297,737	709,933	—	—
			CLP	65,753	193	—	—	—	65,946	64,317	—	—
			BRL	224,513	6,621	—	—	—	231,134	409,474	—	—
			Other currency	172,749	4,534	—	—	—	177,283	118,189	—	—
Accounts payable to related parties currents												
Foreign	Qatar Airways	Qatar	0	—	3,576	—	—	—	3,576	3,576	—	—
Foreign	Delta Air Lines, Inc.	U.S.A	0	—	9,299	—	—	—	9,299	9,299	—	—
Total				1,908,400	567,290	1,244,347	1,015,274	1,860,857	6,596,168	4,677,368		
Total consolidated				1,996,681	984,857	2,160,313	2,854,306	3,880,888	11,877,045	8,471,843		

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The Company has fuel, interest rate and exchange rate hedging strategies involving derivatives contracts with different financial institutions.

As of December 31, 2025, the Company does not maintains guarantees corresponding to derivative transactions. At of December 31, 2024, the Company had guarantees for US\$0.5 million corresponding to derivative transactions.

3.2. Capital risk management

The objectives of the Company, in relation to capital management are: (i) to meet the minimum equity requirements and (ii) to maintain an optimal capital structure.

The Company monitors contractual obligations and regulatory requirements in the different countries where the group's companies are domiciled to ensure faithful compliance with the minimum equity requirement, the most restrictive limit of which is to maintain positive liquid equity.

Additionally, the Company periodically monitors the short and long term cash flow projections to ensure that it has sufficient cash generation alternatives to meet future investment and financing commitments.

The Company's international credit rating is the result of its ability to meet its long-term financial commitments. As of December 31, 2025, The Company has a national scale rating of A with positive outlook by Fitch and a rating of A- with positive outlook by Feller. On an international scale, it has a rating of BB with a stable outlook by Standard & Poor's, a rating of Ba2 with a stable outlook by Moody's and a rating of BB with a positive outlook by Fitch.

3.3. Estimates of fair value.

At December 31, 2025, the Company maintained financial instruments that should be recorded at fair value. These are grouped into two categories:

1. Derivative financial instruments:

This category includes the following instruments:

- Interest rate derivative contracts,
- Fuel derivative contracts,
- Currency derivative contracts.

2. Financial Investments:

This category includes the following instruments:

- Investments in short-term Mutual Funds (cash equivalent)

The Company has classified the fair value measurement using a hierarchy that reflects the level of information used in the assessment. This hierarchy consists of 3 levels (I) fair value based on quoted prices in active markets for identical assets or liabilities, (II) fair value calculated through valuation methods based on inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices) and (III) fair value based on inputs for the asset or liability that are not based on observable market data.

The fair value of financial instruments traded in active markets, such as investments acquired for trading, is based on quoted market prices at the close of the period using the current price of the buyer. The fair value of financial assets not traded in active markets (derivative contracts) is determined using valuation techniques that maximize use of available market information. Valuation techniques generally used by the Company are quoted market prices of similar instruments and / or estimating the present value of future cash flows using forward price curves of the market at period end.

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The following table shows the classification of financial instruments at fair value, depending on the level of information used in the assessment:

	As of December 31, 2025				As of December 31, 2024			
	Fair value measurements using				Fair value measurements using			
	values considered as				values considered as			
	Fair value	Level I	Level II	Level III	Fair value	Level I	Level II	Level III
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Assets								
Cash and cash equivalents	140,343	140,343	—	—	77,313	77,313	—	—
Short-term mutual funds	140,343	140,343	—	—	77,313	77,313	—	—
Other financial assets,								
current	16,699	—	16,699	—	15,565	—	15,565	—
Fair value interest rate derivatives	—	—	—	—	4,676	—	4,676	—
Fair value of fuel derivatives	14,009	—	14,009	—	7,747	—	7,747	—
Fair value of foreign currency derivative	2,690	—	2,690	—	3,142	—	3,142	—
Liabilities								
Other financial liabilities,								
current	—	—	—	—	—	—	—	—
Fair value of foreign currency derivatives	—	—	—	—	—	—	—	—

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Additionally, at December 31, 2025, the Company has financial instruments which are not recorded at fair value. In order to meet the disclosure requirements of fair values, the Company has valued these instruments as shown in the table below:

	As of December 31, 2025		As of December 31, 2024	
	Book value	Fair value	Book value	Fair value
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Cash and cash equivalents	2,009,770	2,009,770	1,880,475	1,880,475
Cash on hand	2,059	2,059	1,885	1,885
Bank balance	761,242	761,242	664,173	664,173
Overnight	47,386	47,386	103,761	103,761
Time deposits	1,199,083	1,199,083	1,110,656	1,110,656
Other financial assets, current	53,845	53,845	51,730	51,730
Other financial assets	53,845	53,845	51,730	51,730
Trade debtors, other accounts receivable and Current				
accounts receivable	1,381,869	1,381,869	1,163,707	1,163,707
Accounts receivable from entities related, current	7	7	25	25
Other financial assets, non-current	52,139	52,139	53,772	53,772
Accounts receivable, non-current	13,950	13,950	12,342	12,342
Other current financial liabilities	745,303	922,837	635,213	837,181
Accounts payable for trade and other accounts payable,				
current	2,684,846	2,684,846	2,133,572	2,133,572
Accounts payable to entities related, current	7,707	7,707	12,875	12,875
Other financial liabilities, non current	7,343,223	7,058,956	6,515,238	6,361,620
Accounts payable, non current	471,208	471,208	491,762	491,762

The book values of accounts receivable and payable are assumed to approximate their fair values, due to their short-term nature. In the case of cash on hand, bank balances, overnight, time deposits and accounts payable, non-current, fair value approximates their carrying values.

The fair value of other financial liabilities is estimated by discounting the future contractual cash flows at the current market interest rate for similar financial instruments (Level II). In the case of Other financial assets, the valuation was performed according to market prices at period end. The book value of Other financial liabilities, current or non-current, do not include lease liabilities.

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NOTE 4 - ACCOUNTING ESTIMATES AND JUDGMENTS

The Company has used estimates to value and record some of the assets, liabilities, revenue, expenses and commitments. Basically, these estimates refer to:

(a) Impairment of Intangible asset with indefinite useful life

Management conducts an impairment test annually or more frequently if events or changes in circumstances indicate potential impairment. For this assessment, the Company has determined the existence of a single CGU corresponding to Air Transport. An impairment loss is recognized for the amount by which the carrying amount of the cash generating unit (CGU) exceeds its recoverable amount.

The recoverable value of this cash-generating unit (CGU) has been determined based on value-in-use calculations. Management's value-in-use calculations included significant judgments and assumptions relating to revenue growth rates, exchange rates, discount rates, inflation rates, fuel price. The estimation of these assumptions requires significant judgment by management as these variables are inherently uncertain; however, the assumptions used are consistent with the Company's forecasts approved by management. Therefore, management evaluates and updates the estimates at least annually and as necessary in light of conditions that affect these variables. The main assumptions used as well as the corresponding sensitivity analyses are shown in Note 15.

(b) Depreciation expense and impairment of Properties, Plant and Equipment

The depreciation of assets is calculated based on a straight-line basis, except for certain technical components depreciated on cycles and hours flown. These useful lives are reviewed on an annual basis according to the Company's future economic benefits associated with them.

Changes in circumstances such as: technological advances, business model, planned use of assets or capital strategy may result in a useful life different from what has been estimated. When it is determined that the useful life of property, plant, and equipment must be reduced, as may occur in line with changes in planned usage of assets, the difference between the net book value and estimated recoverable value is depreciated, in accordance with the revised remaining useful life.

The residual values are estimated according to the market value that the assets will have at the end of their life. The residual value and useful life of the assets are reviewed, and adjusted if necessary, once a year. When the value of an asset is greater than its estimated recoverable amount, its value is immediately reduced to its recoverable amount.

The Company has concluded that the Properties, Plant and Equipment cannot generate cash inflows to a large extent independent of other assets, therefore the impairment assessment is made as an integral part of the only Cash Generating Unit maintained by the Company, Air Transport. The Company checks when there are signs of impairment, whether the assets have suffered any impairment losses at the Cash Generated Unit level.

(c) Recoverability of deferred tax assets

Management records deferred taxes on the temporary differences that arise between the tax bases of assets and liabilities and their amounts in the financial statements. Deferred tax assets on tax losses are recognized to the extent that it is probable that future tax benefits will be available to offset temporary differences.

The Company applies significant judgment in evaluating the recoverability of deferred tax assets. In determining the amounts of the deferred tax asset to be accounted for, management considers tax planning strategies, historical profitability, projected future taxable income (considering assumptions such as: growth rate, exchange rate, discount rate and fuel price consistent with those used in the impairment analysis of the group's cash-generating unit) and the expected timing of reversals of existing temporary differences.

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(d) Air tickets sold that will not be finally used.

The Company records the sale of air tickets as deferred revenue. Ordinary revenue from the sale of tickets is recognized in the statement of income when the passenger transportation service is provided or expires due to non-use. The Company evaluates the probability of expiration of air tickets on a monthly basis, based on the history of use. A change in this probability could impact revenue in the period in which the change occurs and in future periods.

As of December 31, 2025, deferred revenue associated with air tickets sold amounts to ThUS\$2,323,221 (ThUS\$2,012,661 as of December 31, 2024). An hypothetical change of one percentage point in the behavior of the passenger regarding the use would impact of up to ThUS\$12,059 per month (ThUS\$10,016 as of December 31, 2024).

(e) Valuation of the miles awarded to the holders of the loyalty programs, pending use - breakage.

As of December 31, 2025, deferred revenue associated with the LATAM Pass loyalty program from Spanish-speaking countries totaled ThUS\$893,681 (ThUS\$949,495 as of December 31, 2024). An hypothetical change of one percentage point in the probability of redemption would translate into a cumulative impact of ThUS\$35,441 on the results of 2025 (ThUS\$33,479 as of December 31, 2024). Deferred revenue associated with the LATAM Pass Brazil loyalty program totaled ThUS\$280,182 as of December 31, 2025 (ThUS\$203,058 as of December 31, 2024). An hypothetical change of one percentage point in the probability of redemption would result in an accumulated impact of ThUS\$9,642 on the results of 2025 (ThUS\$5,537 as of December 31, 2024).

Management, with the assistance of an external specialist, used statistical models to estimate the miles awarded that will not be redeemed by the program's members (breakage) which involved significant judgments and assumptions relating to the historical redemption and expiration activity and forecasted redemption and expiration patterns.

As of January 1, 2025, the LATAM Pass Brazil program has changed the denomination of its accumulation and redemption unit, adopting the name "LATAM Pass miles" instead of "LATAM Pass points."

(f) Legal Contingencies

In the case of known contingencies, the Company records a provision when it has a present obligation, whether legal or constructive, as a result of a past event, it is probable that an outflow of resources will be required to settle the obligation and a reliable estimate of the obligation amount can be made. The assessment of contingencies inherently involves the exercise of significant judgment and estimates of the outcome of future events, the likelihood of loss being incurred and when determining whether a reliable estimate of the loss can be made. The Company assesses its liabilities and contingencies based upon the best information available, uses the knowledge, experience and

professional judgment to the specific characteristics of the known risks. This process facilitates the early assessment and quantification of potential risks in individual cases or in the development of contingent matters. If we are unable to reliably estimate the obligation or conclude no loss is probable but it is reasonably possible that a loss may be incurred, no provision is recorded but the contingency is disclosed in the notes to the consolidated financial statements.

Company recognized as the present obligation under an onerous contract as a provision when a contract under which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it.

(g) Leases

During 2022, as a result of the arrival of new aircraft and the significant change in the flows of many current contracts, the Company evaluated the relevance in the current scenario of continuing to use the implicit rate, a methodology used in recent years, or whether it should instead use a different approximation for calculating the rate. It was concluded that the implicit rate was not being able to reflect the economic environment in which the company operates, therefore it was not accurately representing the Company's indebtedness conditions. Because of this, all new contracts entered into from 2022 and all contracts that were modified from 2022 used the incremental rate. Existing contracts that remained unchanged continued using the original implicit discount rate.

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(i) Discount rate

To determine the present value of lease payments, the Company uses the implicit rate in the contracts when it is easily determinable. Otherwise, it uses the lessee's estimated incremental borrowing rate, which is derived from the information available at the lease commencement date. We consider our recent debt issuances as well as publicly available data for instruments with similar characteristics when calculating our incremental borrowing rates. A one percentage point decrease in our estimate of the rates used in determining the current lease liabilities for the registered fleet as of December 31, 2025, would increase the lease liability by approximately US\$132 million (US\$119 million as of December 31, 2024).

(ii) Lease term

In determining the lease term, all facts and circumstances that create an economic incentive to exercise an extension option are considered. Extension options (or periods after termination options) are only included in the lease term if it is reasonably certain that the lease will be extended (or not terminated). This is reviewed if a significant event or significant change in circumstances occurs that affects this assessment and is within the lessee's control.

These estimates are made based on the best information available on the events analyzed.

In any case, it is possible that events that may take place in the future make it necessary to modify them in future periods, which would be done prospectively.

NOTE 5 - SEGMENT INFORMATION

As of December 31, 2025, the Company considers that it has a single operating segment, Air Transport. This segment corresponds to the route network for air transport and is based on the way in which the business is managed, according to the centralized nature of its operations, the ability to open and close routes, as well as reassignment (airplanes, crew, personnel, etc.) within the network, which implies a functional interrelation between all of them, making them inseparable. This segment definition is one of the most common in the worldwide airline industry.

The Company's revenues by geographic area are as follows:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Peru	1,285,674	1,127,532	988,908
Argentina	317,246	239,369	244,413
U.S.A.	1,446,087	1,324,008	1,044,822
Europe	1,100,178	957,042	800,897
Colombia	741,889	669,206	662,263
Brazil	6,098,633	5,512,471	5,006,377
Ecuador	390,575	364,960	332,801
Chile	2,121,331	1,927,847	1,898,150
Asia Pacific and rest of Latin America	763,443	710,608	661,910
Income from ordinary activities	14,265,056	12,833,043	11,640,541
Other operating income	229,934	200,669	148,641

The Company allocates revenues by geographic area based on the point of sale of the passenger ticket or cargo. Assets are composed primarily of aircraft and aeronautical equipment, which are used throughout the different countries, so it is not possible to assign a geographic area.

The Company has no customers that individually represent more than 10% of sales.

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NOTE 6 - CASH AND CASH EQUIVALENTS

	As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
Cash on hand	2,059	1,885
Bank balances (1)	761,242	664,173
Overnight	47,386	103,761
Total Cash	810,687	769,819
Cash equivalents		
Time deposits	1,199,083	1,110,656
Mutual funds	140,343	77,313
Total cash equivalents	1,339,426	1,187,969
Total cash and cash equivalents	2,150,113	1,957,788

(1) As of December 31, 2025, within the item bank balances are ThUS\$702,802 related to banks accounts that pay interest to the Company for the daily or monthly balances (ThUS\$590,463 as of December 31, 2024)

Cash and cash equivalents are denominated in the following currencies:

Currency	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Argentine peso	3,354	4,228
Brazilian real	645,620	347,041
Chilean peso	207,892	17,943
Colombian peso	36,212	19,042
Euro	20,350	15,721
US Dollar	1,181,897	1,508,548
Pound Sterling	2,174	2,069
Mexican peso	6,335	4,222
R.P. Chinese Yuan	18,781	21,585
Peruvian Sol	13,465	6,297
Other currencies	14,033	11,092
Total	2,150,113	1,957,788

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NOTE 7 - FINANCIAL INSTRUMENTS

Financial instruments by category

As of December 31, 2025

Assets	Measured at amortized cost	At fair value with changes in results	Hedge derivatives	Total
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Cash and cash equivalents	2,009,770	140,343	—	2,150,113
Other financial assets, current	53,845	—	16,699	70,544
Trade and others accounts receivable, current	1,381,869	—	—	1,381,869
Accounts receivable from related entities, current	7	—	—	7
Other financial assets, non current	52,139	—	—	52,139
Accounts receivable, non current	13,950	—	—	13,950
Total	3,511,580	140,343	16,699	3,668,622

Liabilities	Measured at amortized cost	At fair value with changes in results	Hedge derivatives	Total
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Other financial liabilities, current	745,303	—	—	745,303
Trade and others accounts payable, current	2,684,846	—	—	2,684,846
Accounts payable to related entities, current	7,707	—	—	7,707
Other financial liabilities, non-current	7,343,223	—	—	7,343,223
Accounts payable, non-current	471,208	—	—	471,208
Total	11,252,287	—	—	11,252,287

As of December 31, 2024

Assets	Measured at amortized cost	At fair value with changes in results	Hedge derivatives	Total
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Cash and cash equivalents	1,880,475	77,313	—	1,957,788
Other financial assets, current	51,730	—	15,565	67,295
Trade and others accounts receivable, current	1,163,707	—	—	1,163,707
Accounts receivable from related entities, current	25	—	—	25
Other financial assets, non current	53,772	—	—	53,772
Accounts receivable, non current	12,342	—	—	12,342
Total	3,162,051	77,313	15,565	3,254,929

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Liabilities	Measured at amortized cost	At fair value with changes in results	Hedge derivatives	Total
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Other financial liabilities, current	635,213	—	—	635,213
Trade and others accounts payable, current	2,133,572	—	—	2,133,572
Accounts payable to related entities, current	12,875	—	—	12,875
Other financial liabilities, non-current	6,515,238	—	—	6,515,238
Accounts payable, non-current	491,762	—	—	491,762
Total	9,788,660	—	—	9,788,660

NOTE 8 - TRADE AND OTHER ACCOUNTS RECEIVABLE CURRENT, AND NON- CURRENT ACCOUNTS RECEIVABLE

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Trade accounts receivable	1,364,217	1,132,923
Other accounts receivable	80,919	99,063
Total trade and other accounts receivable	1,445,136	1,231,986
Less: Expected credit loss	(49,317)	(55,937)
Total net trade and accounts receivable	1,395,819	1,176,049
Less: non-current portion – accounts receivable	(13,950)	(12,342)
Trade and other accounts receivable, current	1,381,869	1,163,707

The fair value of trade and other accounts receivable does not differ significantly from the book value.

To determine the expected credit losses, the Company groups accounts receivable for passenger and cargo transportation depending on the characteristics of shared credit risk and maturity.

Portfolio maturity	As of December 31, 2025			As of December 31, 2024		
	Expected	Gross book	Impairment loss	Expected	Gross book	Impairment loss
	loss rate (1)	value (2)	Provision	loss rate (1)	value (2)	Provision
	%	ThUS\$	ThUS\$	%	ThUS\$	ThUS\$
Up to date	1%	1,282,005	(10,115)	1%	961,457	(12,550)
From 1 to 90 days	1%	38,644	(545)	1%	122,350	(1,438)
From 91 to 180 days	25%	4,174	(1,047)	15%	6,510	(978)
From 181 to 360 days	35%	2,749	(965)	67%	4,960	(3,325)
Over 360 days	100%	36,645	(36,645)	100%	37,646	(37,646)
Total		<u>1,364,217</u>	<u>(49,317)</u>		<u>1,132,923</u>	<u>(55,937)</u>

- (1) Corresponds to the consolidated expected rate of accounts receivable.
- (2) The gross book value represents the maximum credit risk value of trade accounts receivables.

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Currency balances composition of Trade and other accounts receivable and non-current accounts receivable are as follow:

Currency	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Argentine Peso	6,753	8,968
Brazilian Real	974,451	722,208
Chilean Peso	102,118	71,628
Colombian Peso	23,245	16,032
Euro	65,264	96,438
US Dollar	187,381	224,169
Australian Dollar	3,681	5,457
Japanese Yen	4,057	4,998
Pound Sterling	6,134	8,488
Other Currencies	22,735	17,663
Total	1,395,819	1,176,049

The movements of the expected credit losses of the trade accounts receivables are as follows:

Periods	Opening balance	Write-offs	(Increase) Decrease	Closing balance
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
From January 1 to December 31, 2023	(67,232)	7,122	(4,668)	(64,778)
From January 1 to December 31, 2024	(64,778)	4,578	4,263	(55,937)
From January 1 to December 31, 2025	(55,937)	6,836	(216)	(49,317)

Once pre-judicial and judicial collection efforts are exhausted, the assets are written off against the allowance. The Company only uses the allowance method rather than direct write-off, to ensure control.

The historical and current renegotiations are not significant, and the policy is to analyze case by case to classify them according to the existence of risk, determining they need to be reclassified to pre-judicial collection accounts.

The maximum credit-risk exposure at the date of presentation of the information is the fair value of each one of the categories of accounts receivable indicated above.

	As of December 31, 2025			As of December 31, 2024		
	Gross exposure according to balance	Gross impaired exposure	Exposure net of risk concentrations	Gross exposure according to balance	Gross Impaired exposure	Exposure net of risk concentrations
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Trade accounts receivable	1,364,217	(49,317)	1,314,900	1,132,923	(55,937)	1,076,986
Other accounts receivable	80,919	—	80,919	99,063	—	99,063

There are no relevant guarantees covering credit risk and these are valued when they are settled; no materially significant direct guarantees exist. Existing guarantees, if appropriate, are made through IATA.

NOTE 9 - ACCOUNTS RECEIVABLE FROM/PAYABLE TO RELATED ENTITIES

(a) Accounts receivable

Tax No.	Related party	Relationship	Country of origin	Currency	As of	As of
					December 31, 2025	December 31, 2024
					ThUS\$	ThUS\$
76.335.600-0	Parque de Chile S.A.	Related director	Chile	CLP	—	2
	Inversiones Costa Verde					
96.810.370-9	S.A.	Related director	Chile	CLP	—	21
	Costa Verde Portafolio					
76.115.378-1	S.A.	Related director	Chile	CLP	7	2
	Total current assets				7	25

(b) Current accounts payable

Tax No.	Related party	Relationship	Country of origin	Currency	Current liabilities	
					As of	As of
					December 31, 2025	December 31, 2024
					ThUS\$	ThUS\$
Foreign	Qatar Airways	Indirect shareholder	Qatar	US\$	2,375	3,576
Foreign	Delta Air Lines, Inc.	Shareholder	U.S.A.	US\$	5,332	9,299
	Total current liabilities				7,707	12,875

Transactions between related parties have been carried out on arm's length conditions between interested and duly-informed parties. The transaction terms for the Liabilities of the year 2025 correspond from 30 days to 1 year of maturity, and the nature of the settlement of transactions are monetary.

NOTE 10 - INVENTORIES

The composition of Inventories is as follows:

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Technical stock (*)	415,141	390,259
Non-technical stock (**)	43,425	48,271
Total	458,566	438,530

(*) Correspond to spare parts and materials that will be used in both own and third-party maintenance services.

(**) Consumables of on-board services, uniforms and other indirect materials

These are valued at their average acquisition cost net of their obsolescence provision according to the following detail:

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Provision for obsolescence Technical stock	84,136	76,167
Provision for obsolescence Non-technical stock	8,991	8,700
Total	93,127	84,867

The resulting amounts do not exceed the respective net realization values.

As of December 31, 2025, the Company registered ThUS\$295,782 (ThUS\$281,792 for the year ended December 31, 2024) in the income statements, mainly related to on-board consumption and maintenance, which is part of the Cost of sales.

NOTE 11 - OTHER FINANCIAL ASSETS

(a) The composition of other financial assets is as follows:

	Current Assets		Non-current assets		Total Assets	
	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
(1) Other financial assets						
Deposits in guarantee (aircraft)	25,014	23,057	35,525	32,214	60,539	55,271
Guarantees for margins of derivatives	—	466	—	—	—	466
Other investments	—	—	493	493	493	493
Other guarantees given	28,831	28,207	16,121	21,065	44,952	49,272
Subtotal of other financial assets	53,845	51,730	52,139	53,772	105,984	105,502
(2) Hedging derivative asset						
Fair value of interest rate derivatives	—	4,676	—	—	—	4,676
Fair value of foreign currency derivatives	2,690	3,142	—	—	2,690	3,142
Fair value of fuel price derivatives	14,009	7,747	—	—	14,009	7,747
Subtotal of derivative assets	16,699	15,565	—	—	16,699	15,565
Total Other Financial Assets	70,544	67,295	52,139	53,772	122,683	121,067

(b) The balances composition by currencies of the Other financial assets are as follows:

Type of currency	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Brazilian real	14,076	13,323
Chilean peso	2,801	3,006
Colombian peso	806	1,216
Euro	4,657	4,646
U.S.A dollar	97,144	96,359
Other currencies	3,199	2,517
Total	122,683	121,067

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(c) Hedge derivatives

Hedging operation

The fair values of net assets/ (liabilities), by type of derivative, of the contracts held as hedging instruments are presented below:

		As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
Interest rate swaps	(3)	—	4,676
Fuel options	(1)	14,009	7,747
Foreign currency derivative US\$/BRL\$	(2)	2,690	3,142

- (1) Hedge significant variations in cash flows associated with market risk implicit in the changes in the price of future fuel purchases. These contracts are recorded as cash flow hedges.
- (2) Hedge significant variations in expected cash flows associated with the market risk implicit in changes in exchange rates, particularly the US\$/BRL. These contracts are recorded as cash flow hedge contracts.
- (3) They cover significant variations in cash flows associated with the market risk implicit in increases in the SOFR interest rate for long-term loans originated by the operational leases. These contracts are recorded as cash flow hedging contracts.

The Company only maintains cash flow hedges. In the case of fuel and currency hedges, the cash flows subject to said hedges will occur and will impact results in the next 12 months from the date of the consolidated statement of financial position.

All hedging operations have been performed for highly probable transactions. See Note 3.

See Note 24 (g) for reclassification to profit or loss for each hedging operation and Note 17 (b) for deferred taxes related.

NOTE 12 - OTHER NON-FINANCIAL ASSETS

The composition of other non-financial assets is as follows:

	Current assets		Non-current assets		Total Assets	
	As of	As of	As of	As of	As of	As of
	December 31,	December 31,	December 31,	December 31,	December 31,	December 31,
	2025	2024	2025	2024	2025	2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
(a) Advance payments						
Aircraft insurance and other	29,541	31,465	—	—	29,541	31,465
Others	8,520	7,097	21,326	24,156	29,846	31,253
Subtotal advance payments	38,061	38,562	21,326	24,156	59,387	62,718
(b) Contract assets (1)						
GDS costs	24,205	23,078	—	—	24,205	23,078
Credit card commissions	43,238	33,590	—	—	43,238	33,590
Travel agencies commissions	11,081	8,898	—	—	11,081	8,898
Subtotal advance payments	78,524	65,566	—	—	78,524	65,566
(c) Other assets						
Sales tax	118,306	98,142	10,443	6,900	128,749	105,042
Other taxes	401	226	—	—	401	226
Contributions to the International Aeronautical Telecommunications Society ("SITA")	779	628	120	271	899	899
Contributions to Aeronautical Service Companies	—	—	60	60	60	60
Judicial deposits	—	537	61,568	58,029	61,568	58,566
Subtotal other assets	119,486	99,533	72,191	65,260	191,677	164,793
Total Other Non - Financial Assets	236,071	203,661	93,517	89,416	329,588	293,077

(1) Movement of Contracts assets:

	Initial balance	Activation	Cumulative translation adjustment	Amortization	Final balance
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
From January 1 to December 31, 2023	48,566	242,717	2,033	(220,957)	72,359
From January 1 to December 31, 2024	72,359	233,572	(6,177)	(234,188)	65,566
From January 1 to December 31, 2025	65,566	243,722	2,253	(233,017)	78,524

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NOTE 13 - NON-CURRENT ASSETS AND DISPOSAL GROUP CLASSIFIED AS HELD FOR SALE

Non-current assets and disposal group classified as held for sale at December 31, 2025 and December 31, 2024, are detailed below:

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Current assets		
Aircraft	10,338	29,063
Engines and rotables	—	75
Total	10,338	29,138

The balances are presented at the lower of book value and fair value less cost to sell. The fair value of these assets was determined based on quoted prices in active markets for similar assets or liabilities. This is a level II measurement as per the fair value hierarchy set out in Note 3.3 (2). There were no transfers between levels for recurring fair value measurements during the exercise.

Assets reclassified from Property, plant and equipment to Non-current assets or groups of assets for disposal classified as held for sale.

During 2020, 11 Boeing 767 aircraft were transferred from the property, plant and equipment, to non-current assets item or groups of assets for disposal classified as held for sale. During 2021, the sale of 5 aircraft was completed. During the year 2022 the sale of 3 aircraft was completed and during the year 2023 the sale of 1 aircraft was completed. During 2025, the sale of 1 aircraft was completed.

During 2022, 28 Airbus A319 family aircraft were transferred from Property, plant and equipment to Non-current assets or asset groups for disposal classified as held for sale. Additionally, adjustments for US\$345 million of expenses were recognized within results as part of Other gains (losses) to record these assets at their net realizable value. During 2023, the engines associated with these aircraft were added, generating additional adjustments of US\$39 million, which were recorded in the result as part of Other gains (losses), in order to register these assets at their net realizable value. During the year 2024 the sale of 26 aircraft was finalized. During 2025 the sale of 2 aircraft was completed.

During 2022, 6 aircraft and 8 engines of the Airbus A320 family were transferred from property, plant and equipment to non-current assets or asset groups for disposal classified as held for sale. During 2022, the sale of 3 aircraft was completed. During 2023, the sale of 2 aircraft and 8 engines were completed. During 2024, the sale of 1 aircraft was completed. During 2022, adjustments for US\$25 million of expenses were recognized to record these assets at their net realizable value. Since the fleet restructuring process had already been completed, these adjustments were recorded in results as part of Other expenses by function.

During 2023, 6 Airbus A320 aircraft were transferred from the property, plant, and equipment category to the non-current assets or asset groups held for sale category. Additionally, during 2023, adjustments of US\$9 million in expenses were recognized to record these assets at their net realizable value. These adjustments were recorded in the results as part of Other expenses by function. During 2024, the sale of 6 aircraft was completed.

During 2023, 1 Boeing 767 family aircraft was transferred from Property, plant and equipment to non-current assets or asset groups for disposal classified as held for sale. Additionally, adjustments for US\$3 million in expenses were recognized within results as part of Other expenses by function to record these assets at their net realizable value. As of 2024, the sale of 1 Boeing 767 family aircraft was completed.

During 2025, 1 land and 1 building were transferred from Property, plant and equipment to non-current assets or asset groups for disposal classified as held for sale, with their sale being finalized during this same period..

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The detail of the fleet classified as non-current assets and disposal group classified as held for sale is as follows:

Aircraft	Model	As of December 31, 2025	As of December 31, 2024
Boeing 767	300F	1	2
Airbus A319 (*)	100	—	2
Total		1	4

(*) As of December 31, 2024, 6 Airbus A320 aircraft and 26 Airbus A319 aircraft were sold and incorporated into property, plant and equipment, as of December 31, 2025, 2 Airbus A319 aircraft were sold and incorporated into property, plant and equipment, as a result of a sale and lease contract (see Note 16).

NOTE 14 - INVESTMENTS IN SUBSIDIARIES

(a) Investments in subsidiaries

The Company has investments in companies recognized as investments in subsidiaries. All the companies defined as subsidiaries have been consolidated within the financial statements of LATAM Airlines Group S.A. and Subsidiaries. The consolidation also includes special-purpose entities.

Detail of significant subsidiaries:

Name of significant subsidiary	Country of incorporation	Functional currency	Ownership	
			As of	As of
			December 31, 2025	December 31, 2024
			%	%
Latam Airlines Perú S.A.	Peru	US\$	99.81000	99.81000
Lan Cargo S.A.	Chile	US\$	99.89810	99.89810
Línea Aérea Carguera de Colombia S.A.	Colombia	US\$	90.46000	90.46000
Transporte Aéreo S.A.	Chile	US\$	100.00000	100.00000
Latam Airlines Ecuador S.A.	Ecuador	US\$	100.00000	100.00000
Aerovías de Integración Regional S.A.	Colombia	COP	99.23168	99.23168
TAM Linhas aéreas S.A.	Brazil	BRL	100.00000	100.00000
ABSA Aerolíneas Brasileiras S.A.	Brazil	US\$	100.00000	100.00000
Transportes Aéreos del Mercosur S.A.	Paraguay	PYG	94.98000	94.98000

The consolidated subsidiaries do not have significant restrictions for transferring funds to the parent company.

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Summary financial information of significant subsidiaries

Name of significant subsidiary	Statement of financial position as of December 31, 2025						Statement of Income for the year ended December 31, 2025	
	Total	Current	Non-current	Total	Current	Non-current	Revenue	Net
	Assets	Assets	Assets	Liabilities	Liabilities	Liabilities		Income/
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		(loss) ThUS\$
Latam Airlines Perú S.A.	529,475	440,044	89,431	418,988	368,445	50,543	1,907,495	38,808
Lan Cargo S.A.	578,756	265,545	313,211	318,492	240,823	77,669	485,209	34,617
Línea Aérea Carguera de Colombia S.A.	264,677	125,232	139,445	125,058	125,024	34	266,636	26,728
Transporte Aéreo S.A.	234,376	18,502	215,874	141,333	116,085	25,248	100,743	(21,983)
Latam Airlines Ecuador S.A.	192,978	171,887	21,091	184,410	165,615	18,795	331,458	(1,414)
Aerovías de Integración Regional S.A.	269,540	250,548	18,992	268,593	259,002	9,591	664,969	(12,388)
TAM Linhas Aéreas S.A.	4,359,338	2,655,462	1,703,876	2,701,311	1,990,369	710,942	6,747,200	501,729
ABSA Aerolinhas Brasileiras S.A.	361,700	354,481	7,219	387,627	366,290	21,337	177,717	15,036
Transportes Aéreos del Mercosur S.A.	68,642	68,216	426	27,764	25,602	2,162	65,707	20,206

Statement of financial position as of December 31, 2024							Statement of Income for the year ended December 31, 2024	
Name of significant subsidiary	Total	Current	Non-current	Total	Current	Non-current	Net	
	Assets	Assets	Assets	Liabilities	Liabilities	Liabilities	Revenue	Income/ (loss)
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Latam Airlines Perú S.A.	437,768	401,748	36,020	366,089	342,838	23,251	1,723,518	22,861
Lan Cargo S.A.	490,550	169,684	320,866	263,747	184,144	79,603	413,100	27,238
Línea Aérea Carguera de Colombia S.A.	208,805	83,783	125,022	95,915	95,684	231	255,867	6,011
Transporte Aéreo S.A.	238,354	15,080	223,274	121,609	92,234	29,375	84,885	(10,064)
Latam Airlines Ecuador S.A.	187,139	181,666	5,473	175,309	159,210	16,099	324,601	(9,358)
Aerovías de Integración Regional S.A.	207,096	198,118	8,978	198,165	193,842	4,323	546,752	(59,836)
TAM Linhas Aéreas S.A.	3,633,801	2,209,393	1,424,408	2,221,024	1,594,689	626,335	6,083,071	657,709
ABSA Aerolinhas Brasileiras S.A.	515,562	510,341	5,221	556,527	537,601	18,926	178,502	(2,163)
Transportes Aéreos del Mercosur S.A.	50,132	47,469	2,663	28,225	26,314	1,911	57,120	6,395

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(b) Non-controlling interests

Equity	Tax No.	Country of origin	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
			%	%	ThUS\$	ThUS\$
Latam Airlines Perú S.A.	Foreign	Peru	0.19000	0.19000	210	136
Aerovías de Integración Regional S.A.	Foreign	Colombia	0.77400	0.77400	(5,579)	(5,517)
Linea Aérea Carguera de Colombia S.A.	Foreign	Colombia	9.54000	9.54000	(5,298)	(7,848)
Transportes Aéreos del Mercosur S.A.	Foreign	Paraguay	5.02000	5.02000	2,052	1,100
Lan Cargo S.A. and Subsidiaries	93.383.000-4	Chile	0.10196	0.10196	223	191
Total					(8,392)	(11,938)

Incomes	Tax No.	Country of origin	For the year ended December 31,			For the year ended December 31,		
			2025	2024	2023	2025	2024	2023
			%	%	%	ThUS\$	ThUS\$	ThUS\$
Latam Airlines Perú S.A	Foreign	Peru	0.19000	0.19000	0.19000	74	43	(9)
Aerovías de Integración Regional S.A.	Foreign	Colombia	0.77400	0.77400	0.77400	(96)	(463)	(101)
Linea Aérea Carguera de Colombia S.A.	Foreign	Colombia	9.54000	9.54000	9.54000	2,550	573	(500)
Transportes Aéreos del Mercosur S.A.	Foreign	Paraguay	5.02000	5.02000	5.02000	1,014	321	304
Lan Cargo S.A. and Subsidiaries	93.383.000-4	Chile	0.10196	0.10196	0.10196	35	(1)	25
Total						3,577	473	(281)

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NOTE 15 - INTANGIBLE ASSETS OTHER THAN GOODWILL

The details of intangible assets are as follows:

	Classes of intangible assets (net)		Classes of intangible assets (gross)	
	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Airport slots	602,677	535,531	602,677	535,531
Loyalty program	193,247	171,717	193,247	171,717
Computer software	180,453	171,144	775,506	661,731
Developing software	147,728	119,376	147,728	119,376
Other assets	5,856	2,402	7,171	3,717
Total	1,129,961	1,000,170	1,726,329	1,492,072

a) Movement in Intangible assets other than goodwill:

	Computer software and others Net	Developing software	Airport slots	Loyalty program	Total
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Opening balance as January 1, 2023	143,575	107,652	625,368	203,791	1,080,386
Additions	298	78,846	—	—	79,144
Transfer software and others	69,210	(69,928)	—	—	(718)
Foreign exchange	2,612	440	33,581	15,845	52,478
Amortization	(59,304)	—	—	—	(59,304)
Closing balance as of December 31, 2023	<u>156,391</u>	<u>117,010</u>	<u>658,949</u>	<u>219,636</u>	<u>1,151,986</u>
Opening balance as of January 1, 2024	156,391	117,010	658,949	219,636	1,151,986
Additions	221	101,379	22,666	—	124,266
Withdrawals	(2)	(393)	—	—	(395)
Transfer software and others	96,098	(95,971)	—	—	127
Foreign exchange	(6,607)	(2,649)	(146,084)	(47,919)	(203,259)
Amortization	(72,555)	—	—	—	(72,555)
Closing balance as of December 31, 2024	<u>173,546</u>	<u>119,376</u>	<u>535,531</u>	<u>171,717</u>	<u>1,000,170</u>
Opening balance as of January 1, 2025	173,546	119,376	535,531	171,717	1,000,170
Additions	48	124,911	—	—	124,959
Withdrawals	(4)	(133)	—	—	(137)
Transfer software and others	100,090	(97,255)	—	—	2,835
Foreign exchange	3,851	832	67,146	21,530	93,359
Amortization	(91,225)	—	—	—	(91,225)
Closing balance as of December 31, 2025	<u>186,306</u>	<u>147,731</u>	<u>602,677</u>	<u>193,247</u>	<u>1,129,961</u>

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The amortization of each period is recognized in the consolidated income statement within administrative expenses.

The cumulative amortization of computer software and others as of December 31, 2025 amounts to ThUS\$596,368 (ThUS\$491,902 as of December 31, 2024).

b) Impairment Test Intangible Assets with an indefinite useful life

As of December 31, 2025, the Company maintains only the CGU “Air Transport”.

The CGU “Air transport” considers the transport of passengers and cargo, both in the domestic markets of Chile, Peru, Argentina, Colombia, Ecuador and Brazil, as well as in a series of regional and international routes in America, Europe, Africa and Oceania.

As of December 31, 2025, in accordance with the accounting policy, the Company performed the annual impairment test.

The recoverable amount of the CGU was determined based on calculations of the value in use. These calculations use projections of 5 years of cash flows after taxes from the financial budgets approved by management. Cash flows beyond the budgeted period are extrapolated using growth rates and estimated average volumes, which do not exceed long-term average growth rates.

Management’s cash flow projections included significant judgements and assumptions related to annual revenue growth rates, discount rate, inflation rates, the exchange rate and the price of fuel. The annual revenue growth rate is based on past performance and management’s expectations of market development in each of the countries in which it operates. The discount rates used for the CGU "Air transport" are determined in US dollars, after taxes, and reflect specific risks related to the relevant countries of each of the operations. Inflation rates and exchange rates are based on the data available from the countries and the information provided by the Central Banks of the various countries where it operates, and the price of fuel is determined based on estimated levels of production, the competitive environment of the market in which they operate and their commercial strategy.

The recoverable values were determined using the following assumptions:

		CGU
		Air transport
Annual growth rate (Terminal)	%	0.0 – 4.6
Exchange rate	R\$/US\$	5.6 – 5.8
Discount rate based on the Weighted Average Cost of Capital (WACC)	%	8.0 – 10.0
Fuel Price	US\$/barrel	90

The result of the impairment test, which includes a sensitivity analysis of its main variables, showed that the recoverable amount exceeded the book value of the cash-generating unit, and therefore no impairment was identified.

The CGU is sensitive to annual growth rates, discounts and exchange rates and fuel price. The sensitivity analysis included the individual impact of changes in critical estimates in determining recoverable amounts, namely:

	Increase WACC Maximum %	Decrease rate Terminal growth Minimal %	Increase fuel price Maximum US\$/barrel
Air Transportation CGU	10.0	—	90

In none of the above scenarios an impairment of the cash-generating unit was identified.

NOTE 16 - PROPERTY, PLANT AND EQUIPMENT

The composition by category of Property, plant and equipment is as follows:

	Gross Book Value		Accumulated depreciation		Net Book Value	
	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
a) Property, plant and equipment						
Construction in progress (1)	682,773	479,871	—	—	682,773	479,871
Land	39,778	39,818	—	—	39,778	39,818
Buildings	124,298	120,736	(66,759)	(60,313)	57,539	60,423
Plant and equipment	13,340,403	11,727,067	(5,691,286)	(5,085,126)	7,649,117	6,641,941
Own aircraft (3)	12,056,302	10,678,834	(5,405,503)	(4,831,914)	6,650,799	5,846,920
Other (2)	1,284,101	1,048,233	(285,783)	(253,212)	998,318	795,021
Machinery	26,081	24,005	(25,091)	(22,927)	990	1,078
Information technology equipment	169,597	158,900	(149,900)	(139,607)	19,697	19,293
Fixed installations and accessories	209,524	174,859	(142,509)	(126,886)	67,015	47,973
Motor vehicles	50,118	48,320	(44,668)	(42,323)	5,450	5,997
Leasehold improvements	255,494	236,509	(71,048)	(61,760)	184,446	174,749
Subtotal Properties, plant and equipment	14,898,066	13,010,085	(6,191,261)	(5,538,942)	8,706,805	7,471,143
b) Right of use						
Aircraft	6,636,160	5,810,997	(3,581,466)	(3,262,942)	3,054,694	2,548,055
Other assets	418,923	398,017	(233,408)	(230,518)	185,515	167,499
Subtotal Right of use	7,055,083	6,209,014	(3,814,874)	(3,493,460)	3,240,209	2,715,554
Total	21,953,149	19,219,099	(10,006,135)	(9,032,402)	11,947,014	10,186,697

- (1) As of December 31, 2025, includes advances paid to aircraft manufacturers for Th US\$616,569 (ThUS\$452,765 as of December 31, 2024).
- (2) Consider mainly rotables and tools.
- (3) As of December 31, 2025 , were transferred from right-of-use assets to property, plant and equipment, 13 aircraft: 11 Airbus A321 for ThUS\$255,200 and 2 Boeing B787-8 for ThUS\$86,000. As of December 31, 2024 were transferred from right-of-use assets to property, plant and equipment, 9 aircraft, 3 Airbus A320 for ThUS\$34,760 and 6 Boeing B777 for ThUS\$296,198.

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- (a) Movement in the different categories of Property, plant and equipment:

	Construction		Buildings	Plant and	Information	Fixed		Leasehold	Property,
	in progress	Land	net	equipment	technology	installations	Motor	improvements	Plant and
	net			net	equipment	& accessories	vehicles		equipment
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Opening balance as January 1, 2023	388,810	44,349	68,996	6,304,848	16,609	37,072	423	160,027	7,021,134
Additions	8,835	—	—	870,640	5,794	4,246	—	48,866	938,381
Disposals	—	—	—	(2,701)	(1)	—	(16)	—	(2,718)
Retirements	(83)	—	—	(87,652)	(12)	(2)	—	—	(87,749)
Depreciation expenses	—	—	(4,104)	(716,590)	(5,918)	(8,789)	(68)	(10,185)	(745,654)
Foreign exchange	726	1,445	1,505	23,845	536	1,276	12	11,497	40,842
Other increases (decreases)	(140,042)	(1,550)	1,161	(156,046)	334	20,607	—	3,225	(272,311)
Changes, total	(130,564)	(105)	(1,438)	(68,504)	733	17,338	(72)	53,403	(129,209)
Closing balance as of December 31,									
2023	258,246	44,244	67,558	6,236,344	17,342	54,410	351	213,430	6,891,925
Opening balance as January 1, 2024	258,246	44,244	67,558	6,236,344	17,342	54,410	351	213,430	6,891,925
Additions	20,754	—	—	1,215,040	9,669	421	—	8,289	1,254,173
Disposals	—	—	—	(2,940)	(8)	—	(2)	—	(2,950)
Retirements	—	—	—	(56,148)	(91)	(89)	—	—	(56,328)
Depreciation expenses	—	—	(3,992)	(771,104)	(5,724)	(8,877)	(65)	(9,790)	(799,552)
Foreign exchange	(1,354)	(4,426)	(3,143)	(108,966)	(1,780)	(5,401)	—	(39,593)	(164,663)
Other increases (decreases)	202,225	—	—	136,506	(115)	7,509	—	2,413	348,538
Changes, total	221,625	(4,426)	(7,135)	412,388	1,951	(6,437)	(67)	(38,681)	579,218
Closing balance as of December 31,									
2024	479,871	39,818	60,423	6,648,732	19,293	47,973	284	174,749	7,471,143
Opening balance as of January 1, 2025	479,871	39,818	60,423	6,648,732	19,293	47,973	284	174,749	7,471,143
Additions	62,087	—	—	2,002,514	5,784	1,482	82	335	2,072,284
Disposals	—	—	(42)	(63,381)	(112)	—	—	—	(63,535)
Retirements	(8)	—	—	(117,315)	(215)	(164)	—	(184)	(117,886)
Depreciation expenses	—	—	(4,012)	(911,110)	(6,249)	(9,258)	(111)	(8,369)	(939,109)
Foreign exchange	(297)	1,649	1,423	55,918	1,206	3,643	34	17,903	81,479
Other increases (decreases)	141,120	(1,689)	(253)	39,849	(10)	23,339	61	12	202,429
Changes, total	202,902	(40)	(2,884)	1,006,475	404	19,042	66	9,697	1,235,662
Closing balance as of December 31,									
2025	682,773	39,778	57,539	7,655,207	19,697	67,015	350	184,446	8,706,805

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(b) Right of use assets:

	Aircraft	Others	Net right of use assets
	ThUS\$	ThUS\$	ThUS\$
Opening balance as January 1, 2023	1,326,821	63,706	1,390,527
Additions	1,013,314	2,988	1,016,302
Depreciation expense	(178,570)	(14,816)	(193,386)
Cumulative translate adjustment	56	3,351	3,407
Other increases (decreases)	(16,539)	(1,106)	(17,645)
Total changes	818,261	(9,583)	808,678
Closing balance as of December 31, 2023	2,145,082	54,123	2,199,205
Opening balance as January 1, 2024	2,145,082	54,123	2,199,205
Additions (*)	601,723	50,838	652,561
Depreciation expense	(284,234)	(27,315)	(311,549)
Cumulative translate adjustment	48	(8,317)	(8,269)
Other increases (decreases)	85,436	98,170	183,606
Total changes	402,973	113,376	516,349
Closing balance as of December 31, 2024	2,548,055	167,499	2,715,554
Opening balance as of January 1, 2025	2,548,055	167,499	2,715,554
Additions (*)	835,048	32,115	867,163
Depreciation expense	(395,227)	(28,863)	(424,090)
Cumulative translate adjustment	—	9,630	9,630
Other increases (decreases)	66,818	5,134	71,952
Total changes	506,639	18,016	524,655
Closing balance as of December 31, 2025	3,054,694	185,515	3,240,209

(*) As of December 31, 2024, the additions of 6 Airbus A320 aircraft and 26 Airbus A319 aircraft, as of December 31, 2025, the additions of 2 Airbus A319 aircraft, as a result of a sale and leaseback agreement.

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(c) Fleet composition

		Aircraft included in Property, plant and equipment			Aircraft included as Rights of use assets			Total fleet	
		As of December 31,		As of December 31,	As of December 31,		As of December 31,	As of December 31,	
Aircraft	Model	2025		2024	2025		2024	2025	2024
Boeing 767	300ER	9		9	(1)	—	—	9	9
Boeing 767	300F	18		18	(1)	1	1	19	19
Boeing 777	300ER	10		10	(2)	—	—	(2)	10
Boeing 787	8	6	(2)	4	4	(2)	6	10	10
Boeing 787	9	2		2	26		25	28	27
Airbus A319	100	11		11	28		27	39	38
Airbus A320	200	86		86	(2)	49	49	(2)	135
Airbus A320	NEO	7		3	44		27	51	30
Airbus A321	200	30	(2)	19	19	(2)	30	49	49
Airbus A321	NEO	3		0	14		14	17	14
Airbus A330	200	0		0	3	(3)	2	3	2
Total		182		162		188		181	
								370	
								343	

(1) Considers conversions from Boeing 767-300ER (passenger) to Boeing 767-300F (freighter) Aircraft.

(2) As of December 31, 2025, 13 aircraft from these fleets (11 Airbus A321 and 2 Boeing 787-8) were transferred from right-of-use assets to property, plant and equipment. As of December 31, 2024, 9 aircraft from these fleets (3 Airbus A320 and 6 Boeing B777) were transferred from right-of-use assets to property, plant and equipment.

(3) As of December 31, 2025, 3 A330-200 aircraft remain in the fleet under an operating lease with WAMOS.

As of December 31, 2024, the Company recorded 181 aircraft classified as right-of-use assets. On page 86 of the 2024 Integrated Annual Report submitted to the Financial Market Commission (CMF), this information was presented with the column headings for the fleet composition reversed. However, the information is correctly reported in the 2024 financial statements issued and attached to the annual report.

(d) Method used for the depreciation of Property, plant and equipment:

	Depreciation method	Useful life (years)	
		minimum	maximum
Buildings	Straight line without residual value	20	50
Plant and equipment	Straight line with residual value (*)	5	30
Information technology equipment	Straight line without residual value	5	10
Fixed installations and accessories	Straight line without residual value	10	10
Motor vehicle	Straight line without residual value	10	10
Leasehold improvements	Straight line without residual value	5	8
Assets for rights of use	Straight line without residual value	1	25

(*) A useful life of 25 years for the short-haul fleet and a range of 20 to 30 years for the long-haul fleet. Residual values are estimated based on the projected market value of the assets at the end of their lives.

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(e) Additional information regarding Property, plant and equipment:

(i) Property, plant and equipment pledged as guarantee:

Description of Property, plant and equipment pledged as guarantee:

Guarantee agent (1)	Creditor company	Committed Assets	Fleet	As of December 31, 2025		As of December 31, 2024	
				Existing Debt	Book Value	Existing Debt	Book Value
				ThUS\$	ThUS\$	ThUS\$	ThUS\$
Wilmington	Wilmington Trust Company	Aircraft and engines	Airbus A319	—	—	—	—
			Airbus A320	—	—	—	—
			Boeing 767	—	—	—	—
			Boeing 777	99,775	160,418	115,727	132,643
Credit Agricole	Credit Agricole	Aircraft and engines	Airbus A319	3,331	1,409	4,441	2,401
			Airbus A320	178,598	118,362	238,131	114,450
			Airbus A321	5,266	3,443	7,022	3,920
			Boeing 767	—	—	—	—
			Boeing 787	87,817	54,259	117,089	45,703
Bank Of Utah	BNP Paribas	Aircraft and engines	Boeing 787	146,535	186,545	159,624	196,134
BOCOMM	BOCOMM	Aircraft and engines	Airbus A320N	242,188	254,760	—	—
CCB	CCB	Aircraft and engines	Airbus A320N	170,208	176,722	—	—
UMB Bank	Natixis	Aircraft and engines	Airbus A321	218,473	241,106	—	—
Total direct guarantee				1,152,191	1,197,024	642,034	495,251

(1) For syndicated loans, given their own characteristics, the guarantee agent is the representative of the creditors.

The amounts of the current debts are presented at their nominal value. The net book values correspond to the assets granted as collateral.

Additionally, there are indirect guarantees associated with assets booked within Property, Plant and Equipment whose total debt as of December 31, 2025, amounts to ThUS\$687,015 (ThUS\$897,783 as of December 31, 2024). The book value of the assets with indirect guarantees as of December 31, 2025, amounts to ThUS\$1,182,689 (ThUS\$1,734,431 as of December 31, 2024).

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As of December 31, 2025, the Company keeps valid letters of credit related to right of use assets according to the following detail:

Creditor Guarantee	Debtor	Type	Value ThUS\$	Release date
Empreendimientos Imobiliários	TAM Linhas Aéreas S.A.	One letter of credit	19,446	Apr 29, 2026
	LATAM Airlines Group			
AerCap	S.A.	Six letters of credit	6,000	Jul 30, 2026
	LATAM Airlines Group			
Aircastle	S.A.	Three letters of credit	834	Dec 4, 2026
	LATAM Airlines Group			
BOC Aviation	S.A.	Four letters of credit	3,216	Oct 21, 2026
Brophunding Aviation House	LATAM Airlines Group S.A.	Two letters of credit	2,000	Dec 4, 2026
	LATAM Airlines Group			
Celestial Aviation Services	S.A.	Eight letters of credit	13,586	Jan 20, 2026
	LATAM Airlines Group			
Celestial Aviation (48)	S.A.	One letter of credit	9,660	Aug 30, 2026
	LATAM Airlines Group			
DAE Capital	S.A.	Three letters of credit	1,844	Dec 4, 2026
	LATAM Airlines Group			
Dune Aviation (15)	S.A.	One letter of credit	733	Dec 3, 2026
	LATAM Airlines Group			
GE Capital Aviation	S.A.	Nine letters of credit	2,827	Feb 5, 2026
	LATAM Airlines Group			
GY Aviation Lease 1910	S.A.	One letter of credit	1,020	Oct 24, 2026
	LATAM Airlines Group			
Jackson Square Aviation	S.A.	Four letters of credit	1,220	Dec 2, 2026
	LATAM Airlines Group			
MAM Engine Leasing	S.A.	Eight letters of credit	1,420	Nov 17, 2026
	LATAM Airlines Group			
Marinescu	S.A.	Four letters of credit	5,800	Sep 9, 2026
	LATAM Airlines Group			
Maverick Leasing	S.A.	Three letters of credit	2,359	Nov 14, 2026
	LATAM Airlines Group			
Orix Aviation Systems	S.A.	One letter of credit	730	Nov 21, 2026
Pembroke Aircraft Leasing (1)	LATAM Airlines Group S.A.	Two letters of credit	1,496	Dec 3, 2026
	LATAM Airlines Group			
PK AirFinance	S.A.	Three letters of credit	1,560	Nov 5, 2026
	LATAM Airlines Group			
SMBC Aviation Capital	S.A.	Three letters of credit	1,005	Oct 29, 2026

Creditors are presented under abbreviated denominations for presentation purposes.

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(ii) Commitments and others

Fully depreciated assets and commitments for future purchases are as follows:

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Gross book value of fully depreciated property, plant and equipment still in use	358,092	326,642
Commitments for the acquisition of aircraft (*)	21,276,000	20,400,000

(*) According to the manufacturer's price list.

Aircraft purchase commitments:

Manufacturer	Year of delivery				Total
	2026	2027	2028	2029-2030	
Airbus S.A.S.					
A320neo Family	15	8	34	21	78
Embraer S.A.					
Embraer 195-E2	12	12	—	—	24
The Boeing Company					
Boeing 787-9	—	—	6	9	15
Total	27	20	40	30	117

As of December 31, 2025, as a result of the different aircraft purchase contracts signed with Airbus S.A.S., 78 Airbus aircraft of the A320 family remain to be received with deliveries between 2026 and 2030. The approximate amount, according to manufacturer list prices, is ThUS\$12,563,000.

As of December 31, 2025, as a result of the different aircraft purchase contracts signed with Embraer S.A., 24 195-E2 aircraft remain to be received, with deliveries between 2026 and 2027. The approximate amount, according to manufacturer list prices, is ThUS\$2,392,000.

As of December 31, 2025, as a result of the different aircraft purchase contracts signed with The Boeing Company, 15 Boeing aircraft of the 787 Dreamliner remain to be received with deliveries between 2028 and 2030. The approximate amount, according to manufacturer list prices, is ThUS\$6,321,000.

The delivery dates of some of these aircraft could be modified as a result of the continuous discussions that are held with suppliers in the context of the current manufacturers' supply chain.

With respect to the purchase agreements entered into with EMBRAER S.A., it should be noted that the Purchase Agreement includes an order for 24 firm aircraft and 50 purchase options. Accordingly, the preceding paragraph refers exclusively to the 24 firm aircraft included in such agreement.

Aircraft operational lease commitments:

As of December 31, 2025, under various aircraft operating lease agreements entered into by the Company, the following fleet commitments are pending delivery:

- AerCap Holdings N.V.: 3 Boeing 787 Dreamliner aircraft, with deliveries scheduled in 2026.
- CDB Aviation Lease Finance DAC: 5 Airbus A320Neo Family Aircraft, with deliveries scheduled in 2026.
- Air Lease Corporation: 5 Airbus A321XLR model aircraft, with deliveries scheduled between 2027 and 2028.

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- Wilmington Trust SP Services Limited: 6 Airbus A320Neo Family Aircraft, with deliveries scheduled in 2025.
- Oriental Leasing 63 Company Limited: 3 Airbus A320Neo Family Aircraft, with deliveries scheduled in 2026.

(iii) Capitalized interest costs with respect to Property, plant and equipment.

		For the year ended December 31,		
		2025	2024	2023
Average rate of capitalization of capitalized interest costs	%	6.72	10.77	10.66
Costs of capitalized interest	ThUS\$	29,627	27,506	10,136

NOTE 17 - CURRENT AND DEFERRED TAXES

In the year ended December 31, 2025 the income tax provision was calculated and recorded, applying the semi-integrated tax system and a rate of 27%, based on the provisions of the Law. No. 21,210, published in the Official Gazette of the Republic of Chile, dated February 24, 2020, which updates the Tax Legislation.

The net result for deferred tax corresponds to the variation of the period, of the assets and liabilities for deferred taxes generated by temporary differences and tax losses.

For the permanent differences that give rise to a book value of assets and liabilities other than their tax value, no deferred tax has been recorded since they are caused by transactions that are recorded in the financial statements and that will have no effect on income tax expense.

(a.1) Current taxes

(a.1) The composition of the current tax assets is the following:

	Current assets		Non-current assets		Total assets	
	As of	As of	As of	As of	As of	As of
	December 31,	December 31,	December 31,	December 31,	December 31,	December 31,
	2025	2024	2025	2024	2025	2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Provisional monthly payments (advances)	31,105	14,616	—	—	31,105	14,616
Other recoverable credits	44,599	25,659	—	—	44,599	25,659
Total current tax assets	75,704	40,275	—	—	75,704	40,275

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(a.2) The composition of the current tax liabilities are as follows:

	Current liabilities		Non-current liabilities		Total liabilities	
	As of	As of	As of	As of	As of	As of
	December 31,	December 31,	December 31,	December 31,	December 31,	December 31,
	2025	2024	2025	2024	2025	2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Income tax provision (*)	31,950	6,281	—	—	31,950	6,281
Total current tax liabilities	31,950	6,281	—	—	31,950	6,281

(*) As of December 31, 2025, a tax credit for foreign taxes was generated in Holdco I S.A. for ThUS\$9,489 and in LATAM Airlines Group S.A. for ThUS\$75,201. These credits, which result from the dividends distributed by TAM S.A. during 2025, may be applied against the corporate income tax once all tax losses have been used. Since LATAM Airlines Group S.A. has tax losses and these credits are recognized to the extent that the realization of the corresponding tax benefit in the future is probable, the Company did not to recognize such credits.

(b) Deferred taxes

The balances of deferred tax are the following:

Concept	Assets		Liabilities	
	As of	As of	As of	As of
	December 31,	December 31,	December 31,	December 31,
	2025	2024	2025	2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Properties, Plants and equipment	(822,553)	(821,883)	51,410	53,543
Assets by right of use	(854,709)	(720,694)	49	109
Lease Liabilities	1,001,622	892,657	(113)	(113)
Amortization	(108,451)	(101,193)	—	—
Provisions	118,404	80,355	82,348	76,280
Tax losses	670,413	664,990	(75,847)	(68,493)
Intangibles	—	—	264,333	234,854
Other	16,372	16,317	16,494	16,497
Total	21,098	10,549	338,674	312,677

The balance of deferred tax assets and liabilities are composed primarily of temporary differences to be reversed in the long term.

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Movements of Deferred tax assets and liabilities

(b.1) From January 1 to December 31, 2023

	Opening balance Assets/(liabilities)	Recognized in consolidated income	Recognized in comprehensive income	Exchange rate variation	Ending balance Asset (liability)
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Property, plant and equipment	(1,088,140)	76,259	—	—	(1,011,881)
Assets for right of use	(367,182)	(218,829)	—	—	(586,011)
Lease Liabilities	586,993	205,862	—	—	792,855
Amortization	(88,182)	(23,830)	—	—	(112,012)
Provisions	(60,386)	200,953	751	—	141,318
Revaluation of financial instruments	2,438	(6,931)	3,604	—	(889)
Tax losses (*)	946,659	(247,075)	—	—	699,584
Intangibles	(270,512)	(6,207)	—	(23,640)	(300,359)
Others	(398)	216	—	—	(182)
Total	(338,710)	(19,582)	4,355	(23,640)	(377,577)

(b.2) From January 1 to December 31, 2024

	Opening balance Assets/(liabilities)	Recognized in consolidated income	Recognized in comprehensive income	Exchange rate variation	Ending balance Asset (liability)
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Property, plant and equipment	(1,011,881)	136,455	—	—	(875,426)
Assets for right of use	(586,011)	(134,792)	—	—	(720,803)
Lease Liabilities	792,855	99,915	—	—	892,770
Amortization	(112,012)	10,819	—	—	(101,193)
Provisions	141,318	(138,152)	909	—	4,075
Revaluation of financial instruments	(889)	889	—	—	—
Tax losses (*)	699,584	33,899	—	—	733,483
Intangibles	(300,359)	496	—	65,009	(234,854)
Others	(182)	2	—	—	(180)
Total	(377,577)	9,531	909	65,009	(302,128)

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(b.3) From January 1 to December 31, 2025

	Opening balance Assets/(liabilities)	Recognized in consolidated income	Recognized in comprehensive income	Exchange rate variation	Ending balance Asset (liability)
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Property, plant and equipment	(875,426)	1,463	—	—	(873,963)
Assets for right of use	(720,803)	(133,955)	—	—	(854,758)
Lease Liabilities	892,770	108,965	—	—	1,001,735
Amortization	(101,193)	(7,258)	—	—	(108,451)
Provisions	4,075	31,319	662	—	36,056
Tax losses (*)	733,483	12,777	—	—	746,260
Intangibles	(234,854)	(507)	—	(28,972)	(264,333)
Others	(180)	58	—	—	(122)
Total	(302,128)	12,862	662	(28,972)	(317,576)

(*) Unrecognized deferred tax assets:

Deferred tax assets are recognized to the extent that it is probable that sufficient taxable profits will be generated in the future. In total the Company has not recognized deferred tax assets for ThUS\$2,914,298 at December 31, 2025 (ThUS\$3,263,150 as of December 31, 2024) which include deferred tax assets related to negative tax results of ThUS\$10,460,187 at December 31, 2025 (ThUS\$11,736,014 at December 31, 2024).

(Expenses)/income from deferred taxes and income tax:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Income tax (expense)/benefit			
Current tax (expense) benefit	(167,919)	(26,263)	(12,659)
Adjustments to the current tax of the previous year	—	—	(193)
Total current tax (expense) benefit	(167,919)	(26,263)	(12,852)
(Expense)/benefit for deferred tax recognition for tax losses (*)	—	243	17,492
Deferred income for relative taxes to the creation and reversal of temporary differences	12,862	9,531	(19,582)
Total deferred income tax	12,862	9,774	(2,090)
Income tax (expense)/benefit	(155,057)	(16,489)	(14,942)

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Income tax (expense)benefit

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Current tax (expense) benefit, foreign	(156,303)	(54,190)	(10,410)
Current tax (expense) benefit, domestic	(11,616)	27,927	(2,442)
Total current tax (expense) benefit	(167,919)	(26,263)	(12,852)
Foreign Deferred tax (expense) benefit, for tax losses compensation (*)	—	243	17,492
Deferred tax (expense) benefit, foreign	4,994	5,553	(10,780)
Deferred tax (expense) benefit, domestic	7,868	3,978	(8,802)
Total deferred tax (expense)benefit	12,862	9,774	(2,090)
Income tax (expense)/benefit	(155,057)	(16,489)	(14,942)

(*) As a result of an agreement reached with the Brazilian tax authority in the 2023, TAM Linhas Aereas S.A. was authorized to use part of its available tax losses to pay some tax contingencies. As the company does not recognize a deferred tax asset for its available tax losses, it was necessary to register an income in order to write off the liability previously recognized regarding the relevant tax contingencies.

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Income before tax from the Chilean legal tax rate (27% as of December 31, 2025, December 31, 2024 and December 31, 2023)

	For the year ended December 31,			For the year ended December 31,		
	2025	2024	2023	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$	%	%	%
Income tax benefit/(expense) using the legal tax rate	(437,027)	(268,362)	(161,053)	(27.00)	(27.00)	(27.00)
Tax effect of rates in other jurisdictions	(49,968)	(46,580)	(50,042)	(3.09)	(4.69)	(8.39)
Tax effect of non-taxable income	7,819	81,612	25,459	0.48	8.21	4.27
Tax effect of disallowable expenses	(19,016)	(12,780)	(23,272)	(1.17)	(1.29)	(3.90)
Other increases (decreases):						
Derecognition of deferred tax liabilities for early termination of aircraft financing	20,982	37,793	53,162	1.30	3.80	8.91
Unrecognised deferred tax	293,388	159,430	157,089	18.13	16.04	26.34
Other increases (decreases)	28,765	32,398	(16,285)	1.77	3.27	(2.73)
Total adjustments to tax expense using the legal rate	281,970	251,873	146,111	17.42	25.34	24.50
Income tax benefit/(expense) using the effective rate	<u>(155,057)</u>	<u>(16,489)</u>	<u>(14,942)</u>	<u>(9.58)</u>	<u>(1.66)</u>	<u>(2.50)</u>

Deferred taxes related to items charged to equity:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Aggregate deferred taxation of components of other comprehensive income	662	909	4,355

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NOTE 18 - OTHER FINANCIAL LIABILITIES

The composition of other financial liabilities is as follows:

	As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
Current		
(a) Interest bearing loans	314,681	271,753
(b) Lease Liability	430,622	363,460
Total current	745,303	635,213
Non-current		
(a) Interest bearing loans	3,980,984	3,516,117
(b) Lease Liability	3,362,239	2,999,121
Total non-current	7,343,223	6,515,238

(a) Interest bearing loans

Obligations with credit institutions and debt instruments:

	As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
Current		
Guaranteed obligations (4)(5)	47,466	34,083
Other guaranteed obligations (1) (6)	70,805	23,682
Subtotal bank loans	118,271	57,765
Obligation with the public (2) (3)	56,172	46,256
Financial leases (7)	140,238	167,732
Total current	314,681	271,753
Non-current		
Guaranteed obligations (4) (5)	610,169	339,960
Other guaranteed obligations (1) (6)	500,394	351,069
Subtotal bank loans	1,110,563	691,029
Obligation with the public (2) (3)	2,321,606	2,193,047
Financial leases (7)	548,815	632,041
Total non-current	3,980,984	3,516,117
Total obligations with financial institutions	4,295,665	3,787,870

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(1) The Company has three committed credit lines, or “Revolving Credit Facilities (RCF),” which are secured. As of July 15, 2024, two credit lines were amended and extended until July 2029, with amounts of US\$800 million and US\$750 million, respectively. Then, as of November 4, 2024 a third credit line was made available:

(a) The first committed credit line, or “RCF I,” amounting to US\$800 million, is secured by aircraft, engines, and spare parts. This credit line is fully available as of December 31, 2025.

(b) The second committed credit line, or “RCF II,” amounting to US\$750 million, is secured by intangible assets primarily related to the FFP business (LATAM Pass loyalty program), as well as intellectual property and certain LATAM trademarks. This credit line is fully available as of December 31, 2025.

(c) On November 4, 2024, the Company secured a new credit line under a “Spare Engine Facility” amounting to US\$300 million (of which US\$275 million had been drawn as of December 31, 2025), maturing on November 4, 2028. This funds were used to repay the previous “Spare Engine Facility” maturing on November 3, 2027. This new financing includes a minimum liquidity covenant, requiring the Company to maintain minimum liquidity, measured at the consolidated level (LATAM Airlines Group S.A.), of US\$750 million, as well as an additional covenant measured individually for LATAM Airlines Group S.A. and TAM Linhas Aéreas S.A., requiring with a minimum combined level liquidity threshold of US\$400 million. If these covenants are not met, the obligations could be accelerated at the creditors' request to become short-term obligations. As of December 31, 2025, the Company is in compliance with the aforementioned minimum liquidity covenants.

(2) As of October 15, 2024, the Company issued, placed, and received funds from international markets through guaranteed bonds amounting to US\$1.4 billion, with an annual interest rate of 7.875% and maturing in 2030 (the “2030 Notes”), issued under Rule 144-A and Regulation S of the United States Securities and Exchange Commission, pursuant to the United States Securities Act of 1933 (the “US Securities Act”). During the quarter ended December 31, 2025, the 2030 Notes included a minimum liquidity covenant, which required the Company to maintain minimum liquidity, measured at the consolidated level (LATAM Airlines Group S.A.), of US\$750 million. If this covenant is not met, the obligations could be accelerated at the creditors' request to become short-term obligations. As of December 31, 2025, the Company is in compliance with the aforementioned minimum liquidity covenant.

(3) On July 7, 2025, the Company issued, placed, and received funds from the international markets through the issuance of secured bonds for a total principal amount of US\$800 million, bearing an annual interest rate of 7.625% and maturing in 2031 (the “2031 Notes”), pursuant to Rule 144A and Regulation S of the U.S. Securities and Exchange Commission under the U.S. Securities Act of 1933 (the “U.S. Securities Act”). During the quarter ended December 31, 2025, the 2031 Notes included a minimum liquidity covenant, which required the Company to maintain minimum liquidity, measured at the consolidated level (LATAM Airlines Group S.A.), of US\$750 million.

If this covenant is not met, the obligations could be accelerated at the creditors' request to become short-term obligations. As of December 31, 2025, the Company is in compliance with the aforementioned minimum liquidity covenant.

(4) On December 23 and 30, 2024, two A320neo aircraft were delivered by Airbus. These aircraft were purchased through aircraft financing of US\$50 million each, with Bank of Communications Co., Ltd. (“BOCOMM”) as the counterparty. Then, on March 25, 2025, one more A320neo was received with the same conditions and same counterparty. On May 6 and June 21, 2025, the last two A320neo aircraft were delivered by Airbus. These aircraft were financed through aircraft financing with Bank of Communications Co., Ltd. (“BOCOMM”) for the same amount.

(5) On June 16, 2025, one A321neo aircraft was delivered by Airbus. This aircraft was purchased through aircraft financing of US\$57 million with China Construction Bank Aviation Capital DAC (“CCB”) as the counterparty. This delivery represents the first of five aircraft to be acquired under these terms and with this counterparty. Then, on October 15 and on December 22, 2025, two more A321neo aircraft were received with the same conditions and same counterparty. These deliveries represent the second and third of five aircraft to be acquired under these terms and with this counterparty.

(6) On June 27, 2025, a secured financing agreement was executed for 11 owned A321 model aircraft. The total amount of this aircraft financing was US\$242 million, with Natixis and Sumitomo Mitsui Banking Corporation (“SMBC”) as counterparties.

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(7) On October 9, 2025, one A320neo aircraft was delivered by Airbus. This aircraft was purchased through aircraft financing of US\$52.5 million with BOC Aviation Limited (“BOC”) as the counterparty. This delivery represents the first of three aircraft to be acquired under these terms and with this counterparty.

Balances by currency of interest bearing loans are as follows:

<u>Currency</u>	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Chilean peso (U.F.)	165,158	147,716
US Dollar	4,130,507	3,640,154
Total	4,295,665	3,787,870

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Interest-bearing loans due in installments to December 31, 2025

Debtor: LATAM Airlines Group S.A. and Subsidiaries, Tax No. 89.862.200-2, Chile.

Tax No.	Creditor	country	Currency	Nominal values						Accounting values						Annual		
				days	90 days	one to three years	three to five years	five years	Total nominal value	days	90 days	one to three years	three to five years	five years	Total accounting value			
ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	Amortization	Effective rate	Nominal rate		
Obligations with the public																		
97.036.000-K	SANTANDER	Chile	UF	—	—	—	—	164,400	164,400	—	558	—	—	164,600	165,158	At Expiration	2.00	2.00
97.036.000-K	SANTANDER	Chile	US\$	—	—	—	—	3	3	—	—	—	—	3	3	At Expiration	1.00	1.00
0-E	WILMINGTON																	
	TRUST COMPANY	U.S.A.	US\$	—	—	—	1,400,000	800,000	2,200,000	31,112	24,502	—	1,373,868	783,135	2,212,617	At Expiration	8.46	7.78
Guaranteed obligations																		
0-E	BNP PARIBAS	U.S.A.	US\$	3,372	10,311	28,945	31,314	72,593	146,535	4,023	10,311	28,344	30,950	72,592	146,220	Quarterly	5.38	5.38
0-E	WILMINGTON															Quarterly/		
	TRUST COMPANY	U.S.A.	US\$	4,062	12,311	34,050	49,352	—	99,775	4,062	12,311	34,050	49,351	—	99,774	Monthly	5.81	5.81
0-E	BOCOMM	Irlanda	US\$	2,604	7,813	20,833	20,833	190,105	242,188	3,255	7,813	20,208	20,417	188,799	240,492	Quarterly	5.83	5.83
0-E	CCB	Irlanda	US\$	1,187	3,562	9,500	9,500	146,459	170,208	2,129	3,562	9,500	9,500	146,458	171,149	Quarterly	5.75	5.75
Other guaranteed obligations																		
0-E	CITIBANK	U.S.A.	US\$	—	—	—	—	—	—	22	—	—	—	—	22	Quarterly	1.00	1.00
0-E	JP MORGAN																	
	CHASE	U.S.A.	US\$	—	—	—	—	—	—	209	—	—	—	—	209	Quarterly	0.63	0.63
0-E	CREDIT																	
	AGRICOLE	France	US\$	—	—	275,012	—	—	275,012	2,719	—	272,829	—	—	275,548	At Expiration	9.43	9.43
0-E	NATIXIS	U.S.A.	US\$	11,763	35,290	94,108	44,178	33,134	218,473	11,831	35,290	93,045	43,470	32,605	216,241	Quarterly	5.39	5.39
0-E	EXIM BANK	U.S.A.	US\$	5,094	15,417	42,124	16,321	—	78,956	5,317	15,417	42,124	16,321	—	79,179	Quarterly	2.03	1.79
Financial leases																		
0-E	NATIXIS	France	US\$	6,824	20,707	56,972	82,239		166,742	8,106	20,707	56,646	82,147		167,606	Quarterly	6.12	6.12
0	US BANK	U.S.A.	US\$						—						—	Quarterly		
0-E	EXIM BANK	U.S.A.	US\$	23,673	68,176	141,222	59,589	13,203	305,863	24,824	68,176	140,999	59,589	13,203	306,791	Quarterly	3.54	2.68
0-E	BANK OF UTAH	U.S.A.	US\$	3,170	10,019	37,304	37,835	61,655	149,983	3,170	10,019	37,304	37,835	61,655	149,983	Monthly	10.46	10.46
0-E	BOC Aviation	U.S.A.	US\$	592	1,832	5,327	6,038	38,711	52,500	1,364	1,832	5,197	5,950	38,404	52,747	Quarterly	6.31	6.31
	Total			62,341	185,438	745,397	1,757,199	1,520,263	4,270,638	102,143	210,498	740,246	1,729,398	1,501,454	4,283,739			

(*) Obligation to creditors for executed letters of credit.

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Interest-bearing loans due in installments to December 31, 2025

Debtor: TAM S.A. and Subsidiaries, Tax No. 02.012.862/0001-60, Brazil

			Nominal values						Accounting values									
															Annual			
			More than						More than									
			Up to 90 days						Up to 90 days									
Creditor			90 to one year						90 to one year						Effective rate			
Tax No.	Country	Currency	days	year	years	years	years	value	days	year	years	years	years	value	Amortization	rate	rate	
			ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%	
Financial lease																		
0-E	NATIXIS	France	US\$	510	1,530	9,886	—	—	11,926	510	1,530	9,886	—	—	11,926	Quarterly	—	—
Total				510	1,530	9,886	—	—	11,926	510	1,530	9,886	—	—	11,926			
Total consolidated				62,851	186,968	755,283	1,757,199	1,520,263	4,282,564	102,653	212,028	750,132	1,729,398	1,501,454	4,295,665			

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Interest-bearing loans due in installments to December 31, 2024

Debtor: LATAM Airlines Group S.A. and Subsidiaries, Tax No. 89.862.200-2, Chile.

				Nominal values						Accounting values						Annual		
				More than Up to 90 days one to three to five to five nominal						More than Up to 90 days one to three to five to five accounting						Effective	Nominal	
Tax No.	Creditor	country	Currency	days	year	years	years	years	value	days	year	years	years	years	value	Amortization	rate	rate
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%
Obligations with the public																		
																At		
97.036.000- K	SANTANDER	Chile	UF	—	—	—	—	147,217	147,217	—	499	—	—	147,217	147,716	Expiration	2.00	2.00
																At		
97.036.000- K	SANTANDER	Chile	US\$	—	—	—	—	3	3	—	—	—	—	3	3	Expiration	1.00	1.00
																At		
0-E	WILMINGTON TRUST COMPANY	U.S.A.	US\$	—	—	—	700,000	1,400,000	2,100,000	—	45,757	—	678,079	1,367,748	2,091,584	Expiration	10.69	9.71
Guaranteed obligations																		
																At		
0-E	BNP PARIBAS	U.S.A.	US\$	3,226	9,863	27,888	30,093	88,554	159,624	4,020	9,863	27,262	29,715	88,375	159,235	Quarterly	6.03	6.03
																At		
0-E	WILMINGTON TRUST COMPANY	U.S.A.	US\$	3,960	11,992	33,179	34,951	31,645	115,727	3,960	11,992	33,179	34,951	31,645	115,727	Quarterly/ Monthly	7.73	7.73
0-E	BOCOMM	Irlanda	US\$	1,042	3,125	8,333	8,333	79,167	100,000	1,123	3,125	8,208	8,250	78,375	99,081	Quarterly	6.42	6.42
Other guaranteed obligations																		
0-E	CITIBANK	U.S.A.	US\$	—	—	—	—	—	—	22	—	—	—	—	22	Quarterly	1.00	1.00
																At		
0-E	JP MORGAN CHASE	U.S.A.	US\$	—	—	—	—	—	—	209	—	—	—	—	209	Quarterly	0.63	0.63
																At		
0-E	CREDIT AGRICOLE	France	US\$	—	—	—	275,012	—	275,012	3,020	—	—	272,112	—	275,132	Expiration	6.63	6.63
0-E	EXIM BANK	U.S.A.	US\$	5,005	15,147	41,385	37,572	—	99,109	5,284	15,147	41,385	37,572	—	99,388	Quarterly	2.29	2.05
Financial leases																		
0-E	NATIXIS	France	US\$	6,671	20,241	55,696	78,423	30,352	191,383	8,284	20,242	55,369	78,225	30,350	192,470	Quarterly	6.73	6.73
0-E	US BANK	U.S.A.	US\$	10,972	6,520	—	—	—	17,492	11,147	6,217	—	—	—	17,364	Quarterly	4.88	3.40
0-E	EXIM BANK	U.S.A.	US\$	32,988	74,220	167,003	103,326	35,535	413,072	34,733	74,221	166,291	103,326	35,532	414,103	Quarterly	4.00	3.17
																At		
0-E	BANK OF UTAH	U.S.A.	US\$	2,857	7,991	29,220	46,016	75,786	161,870	2,857	7,991	29,220	46,016	75,786	161,870	Monthly	10.71	10.71
Total				66,721	149,099	362,704	1,313,726	1,888,259	3,780,509	74,659	195,054	360,914	1,288,246	1,855,031	3,773,904			

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Interest-bearing loans due in installments to December 31, 2024

Debtor: TAM S.A. and Subsidiaries, Tax No. 02.012.862/0001-60, Brazil

			Nominal values							Accounting values							Annual	
			Up to	More than	More than	More than	More than	Total	Up to	More than	More than	More than	More than	Total				
Tax No.	Country	Currency	days	90 days	one to	three to	five to	nominal value	days	90 days	one to	three to	five to	accounting value	Amortization	Effective rate	Nominal rate	
			ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%	
Financial lease																		
0-E	NATIXIS	France	US\$	510	1,530	4,080	7,846	—	13,966	510	1,530	4,080	7,846	—	13,966	Quarterly	— %	—
Total			510	1,530	4,080	7,846	—	13,966	510	1,530	4,080	7,846	—	13,966				
Total consolidated			67,231	150,629	366,784	1,321,572	1,888,259	3,794,475	75,169	196,584	364,994	1,296,092	1,855,031	3,787,870				

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Interest-bearing loans due in installments to December 31, 2023

Debtor: LATAM Airlines Group S.A. and Subsidiaries, Tax No. 89.862.200-2, Chile.

				Nominal values						Accounting values						Annual		
				More						More								
				More than	More than	More than	More than	More than	More than	More than	More than	More than	More than	More than	More than	More than	More than	More than
				Up to	90 days	one to	three to	than	Total	Up to	days	one to	three to	than	Total			
Creditor				90	to one	three	five	five	nominal	90	to one	three	five	five	accounting	Effective	Nominal	
Tax No.	Creditor	country	Currency	days	year	years	years	years	value	days	year	years	years	years	value	Amortization	rate	rate
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%
Bank loans																		
0-E	GOLDMANSACHS	U.S.A.	US\$	2,750	8,250	22,000	1,056,000	—	1,089,000	44,891	8,250	22,000	954,293	—	1,029,434	Quarterly	20.31	15.04
Obligations with the public																		
97.036.000-																At		
K	SANTANDER	Chile	UF	—	—	—	—	160,214	160,214	—	516	—	—	160,214	160,730	Expiration	2.00	2.00
97.036.000-																At		
K	SANTANDER	Chile	US\$	—	—	—	—	3	3	—	—	—	—	3	3	Expiration	1.00	1.00
WILMINGTON TRUST COMPANY																		
																At		
0-E	COMPANY	U.S.A.	US\$	—	—	—	450,000	700,000	1,150,000	—	34,215	—	434,204	673,686	1,142,105	Expiration	15.00	13.38
Guaranteed obligations																		
0-E	BNP PARIBAS	U.S.A.	US\$	2,912	9,168	26,772	28,945	103,907	171,704	3,936	9,168	26,121	28,553	103,541	171,319	Quarterly	6.98	6.98
WILMINGTON TRUST COMPANY																		
																Quarterly/		
0-E	COMPANY	U.S.A.	US\$	3,854	11,693	32,356	34,083	50,599	132,585	3,900	11,693	32,356	34,083	50,571	132,603	Monthly	8.76	8.76
Other guaranteed obligations																		
0-E	CITIBANK	U.S.A.	US\$	—	—	—	—	—	—	33	—	—	—	—	33	Quarterly	1.00	1.00
JP MORGAN CHASE																		
0-E	CHASE	U.S.A.	US\$	—	—	—	—	—	—	17	—	—	—	—	17	Quarterly	0.63	0.63
																At		
0-E	AGRICOLE	France	US\$	—	14,667	29,333	222,768	—	266,768	4,241	14,667	26,154	221,708	—	266,770	Expiration	9.43	9.43
0-E	MUFG	U.S.A.	US\$	11,768	35,960	16,374	—	—	64,102	11,805	35,960	16,374	—	—	64,139	Quarterly	7.11	7.11
0-E	EXIM BANK	U.S.A.	US\$	—	—	40,662	42,122	16,325	99,109	282	—	40,662	42,122	16,325	99,391	Quarterly	2.29	2.05
Financial leases																		
0-E	NATIXIS	France	US\$	6,516	19,779	54,443	56,972	77,647	215,357	8,559	19,779	54,117	56,754	77,555	216,764	Quarterly	7.58	7.58
0-E	US BANK	U.S.A.	US\$	17,374	49,311	17,492	—	—	84,177	17,905	49,311	15,731	—	—	82,947	Quarterly	4.41	3.16
0-E	EXIM BANK	U.S.A.	US\$	—	—	197,499	141,169	74,404	413,072	1,933	—	195,741	141,169	74,404	413,247	Quarterly	4.13	3.31
0-E	BANK OF UTAH	U.S.A.	US\$	2,575	7,202	23,637	37,304	101,864	172,582	2,575	7,202	23,637	37,304	101,864	172,582	Monthly	10.71	10.71
Other loan																		
547 / 715																		

At

(*) Obligation to creditors for executed letters of credit.

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Interest-bearing loans due in installments to December 31, 2023

Debtor: TAM S.A. and Subsidiaries, Tax No. 02.012.862/0001-60, Brazil

Tax No.	Creditor	country	Currency	Nominal values						Accounting values						Annual		
				Up to	90 days	one to	three to	than	Total	Up to	90 days	one to	three to	than	Total	Amortization	Effective rate	Nominal rate
				90	to one	three	five	five	nominal	90	to one	three	five	five	accounting			
				days	year	years	years	years	value	days	year	years	years	years	value			
				ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		%	%
Financial leases																		
0-E	NATIXIS	France	US\$	510	1,530	4,080	9,886	—	16,006	510	1,530	4,080	9,886	—	16,006	Quarterly	—	—
Total				48,363	157,560	464,648	2,079,249	1,284,963	4,034,783	100,691	192,291	456,973	1,960,076	1,258,163	3,968,194			

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(b) Lease Liability:

The movement of the lease liabilities corresponding to the year reported are as follow:

			Lease Liability
	Aircraft	Others	Total
	ThUS\$	ThUS\$	ThUS\$
Opening balance as January 1, 2023	2,134,972	81,482	2,216,454
New contracts	943,178	2,976	946,154
Lease termination	(13,258)	(1,812)	(15,070)
Renegotiations	(7,194)	2,219	(4,975)
Payments	(376,006)	(23,277)	(399,283)
Accrued interest	212,500	9,633	222,133
Exchange differences	—	2,278	2,278
Cumulative translation adjustment	6	297	303
Changes	759,226	(7,686)	751,540
Closing balance as of December 31, 2023	2,894,198	73,796	2,967,994
Opening balance as January 1, 2024	2,894,198	73,796	2,967,994
New contracts	576,182	69,061	645,243
Lease termination	(72,266)	(540)	(72,806)
Renegotiations	96,155	70,670	166,825
Payments	(605,584)	(26,630)	(632,214)
Accrued interest	288,165	25,391	313,556
Exchange differences	(2,090)	(3,082)	(5,172)
Cumulative translation adjustment	—	(9,679)	(9,679)
Other increases (decreases)	—	(11,166)	(11,166)
Changes	280,562	114,025	394,587
Closing balance as of December 31, 2024	3,174,760	187,821	3,362,581
Opening balance as of January 1, 2025	3,174,760	187,821	3,362,581
New contracts	815,796	22,012	837,808
Lease termination	(210,868)	(8)	(210,876)
Renegotiations	227,117	18,418	245,535
Payments	(731,902)	(42,618)	(774,520)
Accrued interest	292,381	19,750	312,131
Exchange differences	6,747	8,544	15,291
Cumulative translation adjustment	—	4,911	4,911
Changes	399,271	31,009	430,280
Closing balance as of December 31, 2025	3,574,031	218,830	3,792,861

The Company recognizes interest payments related to lease liabilities in the consolidated result under Finance costs (See Note 26(c)). The Average discount rates for calculation of lease liability are as follows.

	Discount rate December 2025	Discount rate December 2024
Aircraft	8.74%	9.09%
Others	8.87%	8.78%

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NOTE 19 - TRADE AND OTHER ACCOUNTS PAYABLES

The composition of Trade and other accounts payables is as follows:

	As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
Current		
(a) Trade and other accounts payables	2,076,314	1,761,814
(b) Accrued liabilities	608,532	371,758
Total trade and other accounts payables	2,684,846	2,133,572

(a) Trade and other accounts payable:

	As of December 31, 2025 ThUS\$	As of December 31, 2024 ThUS\$
Trade creditors	1,676,218	1,409,894
Other accounts payable	400,096	351,920
Total	2,076,314	1,761,814

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The details of Trade and other accounts payables are as follows:

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Maintenance and technical purchases	448,927	380,853
Boarding Fees	318,024	268,353
Aircraft Fuel	261,700	220,343
Handling and ground handling	214,411	122,721
Airport charges and overflight	117,364	157,691
Leases, maintenance and IT services	114,043	121,901
Other personnel expenses	99,187	106,277
Professional services and advisory	89,082	77,548
Services on board	80,086	72,902
Marketing	57,903	46,751
Crew	40,765	20,560
Air companies	32,817	9,778
Agencies sales commissions	29,478	15,649
Aircraft Insurance	9,553	16,756
Others	162,974	123,731
Total trade and other accounts payables	2,076,314	1,761,814

(b) Liabilities accrued:

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Aircraft and engine maintenance	191,524	74,874
Accrued personnel expenses	104,504	86,743
Accounts payable to personnel (1)	275,358	183,153
Others accrued liabilities	37,146	26,988
Total accrued liabilities	608,532	371,758

(1) Participation in profits and bonuses (Note 22 letter b).

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NOTE 20 - OTHER PROVISIONS

	Current liabilities		Non-current liabilities		Total Liabilities	
	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Provision for contingencies (1)						
Tax contingencies	1,722	11,536	330,955	313,165	332,677	324,701
Civil contingencies	5,052	1,173	169,732	124,411	174,784	125,584
Labor contingencies	1,639	1,512	160,105	174,035	161,744	175,547
Other	—	—	11,181	9,908	11,181	9,908
Provision for European						
Commission investigation (2)	—	—	2,638	2,327	2,638	2,327
Total other provisions						
(3)	8,413	14,221	674,611	623,846	683,024	638,067

(1) Provisions for contingencies:

The tax contingencies correspond to litigation and tax criteria related to the tax treatment applicable to direct and indirect taxes, which are found in both administrative and judicial stage.

The civil contingencies correspond to different demands of civil order filed against the Company. The labor contingencies correspond to different demands of labor order filed against the Company.

Provisions are recognized in the consolidated income statement in administrative expenses or tax expenses, as appropriate.

The Company maintains other judicial processes, individually and cumulatively, do not have a significant impact on these financial statements.

- (2) Provision made for proceedings brought by the European Commission for possible breaches of free competition in the freight market.
- (3) Total other provision as of December 31, 2025, and December 31, 2024, include the fair value of the contingencies arising at the time of the business combination with TAM S.A and subsidiaries, with a probability of loss under 50%, which are not recognized in the normal course of IFRS Accounting Standards application and which only in the context of a business combination should be recognized under IFRS Accounting Standards.

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Movement of provisions:

	Legal claims (1)	European Commission Investigation (1)	Total
	ThUS\$	ThUS\$	ThUS\$
Opening balance as of January 1, 2023,	940,140	2,397	942,537
Increase in provisions	449,406	—	449,406
Provision used	(70,844)	—	(70,844)
Difference by subsidiaries conversion	(69,563)	—	(69,563)
Reversal of provision	(310,118)	—	(310,118)
Exchange difference	310	80	390
Closing balance as of December 31, 2023	939,331	2,477	941,808
Opening balance as January 1, 2024	939,331	2,477	941,808
Increase in provisions	448,338	—	448,338
Provision used	(92,729)	—	(92,729)
Difference by subsidiaries conversion	(143,057)	—	(143,057)
Reversal of provision	(508,907)	—	(508,907)
Exchange difference	(7,236)	(150)	(7,386)
Closing balance as of December 31, 2024	635,740	2,327	638,067
Opening balance as of January 1, 2025	635,740	2,327	638,067
Increase in provisions	269,985	5	269,990
Provision used	(94,853)	—	(94,853)
Difference by subsidiaries conversion	12,346	—	12,346
Reversal of provision	(144,773)	—	(144,773)
Exchange difference	1,941	306	2,247
Closing balance as of December 31, 2025	680,386	2,638	683,024

(1) See details of litigation and government investigations with a material impact in Note 30.

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NOTE 21 - OTHER NON-FINANCIAL LIABILITIES

	Current liabilities		Non-current liabilities		Total Liabilities	
	As of	As of	As of	As of	As of	As of
	December 31,	December 31,	December 31,	December 31,	December 31,	December 31,
	2025	2024	2025	2024	2025	2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Deferred revenue (1)(2)	3,580,317	3,118,099	—	140,244	3,580,317	3,258,343
Sales tax	32,162	14,566	—	—	32,162	14,566
Retentions	150,794	48,383	—	—	150,794	48,383
Other taxes	7,215	6,332	—	—	7,215	6,332
Dividends payable	37,995	293,092	—	—	37,995	293,092
Other sundry liabilities	7,692	8,208	—	—	7,692	8,208
Total other non-financial liabilities	3,816,175	3,488,680	—	140,244	3,816,175	3,628,924

Deferred Revenue Movement

	Deferred revenue							
				Loyalty program	Expiration			
	Initial balance	(1) Recognition	Use	(Award and redeem)	of tickets	Translation Difference	Others provisions	Final balance
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
From January 1 to December 31, 2023	2,953,289	14,238,959	(13,505,496)	17,680	(391,998)	84,988	(3,822)	3,393,600
From January 1 to December 31, 2024	3,393,600	15,679,754	(15,073,167)	(126,564)	(347,873)	(260,364)	(7,043)	3,258,343
From January 1 to December 31, 2025	3,258,343	17,264,291	(16,738,516)	21,311	(354,001)	124,933	3,956	3,580,317

- (1) The balance includes mainly, deferred revenue for services not provided as of December 31, 2025 and December 31, 2024 and for the frequent flyer LATAM Pass program.

LATAM Pass is LATAM's frequent flyer program that allows rewarding the preference and loyalty of its customers with multiple benefits and privileges, through the accumulation of miles that can be exchanged for tickets or for a varied range of products and services. Clients accumulate miles LATAM Pass every time they fly in LATAM and other airlines associated with the program, as well as by buying in stores or use the services of a vast network of companies that have agreements with the program around the world.

- (2) As of December 31, 2025, Deferred Income includes Th US\$28,452 (ThUS\$35,615 as of December 31, 2024) related to the compensation from Delta Air Lines, Inc., which is recognized in the income statement based on the estimation of income differentials until until the end of the implementation of the strategic alliance.

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NOTE 22 - EMPLOYEE BENEFITS

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Retirements payments	95,768	71,296
Resignation payments	6,424	7,048
Other obligations	79,387	89,083
Total liability for employee benefits	181,579	167,427

(a) Movement in retirements, resignations and other obligations:

	Opening balance	Increase (decrease) current service provision	Benefits paid	Actuarial (gains) losses	Currency translation	Closing balance
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
From January 1 to December 31, 2023	93,488	58,436	(6,701)	(21,198)	(1,407)	122,618
From January 1 to December 31, 2024	122,618	88,112	(10,778)	(21,769)	(10,756)	167,427
From January 1 to December 31, 2025	167,427	17,457	(11,465)	17,216	(9,056)	181,579

The main assumptions used in the calculation of the provision in Chile are presented below:

Assumptions	For the year ended December 31,	
	2025	2024
Discount rate	5.41 %	5.92 %
Expected rate of salary increase	3.00 %	3.00 %
Rate of turnover	2.80 %	2.96 %
Mortality rate	RV-2020	RV-2020
Inflation rate	3.00 %	3.42 %
Retirement age of women	60	60
Retirement age of men	65	65

The discount rate is based on the bonds issued by the Central Bank of Chile with a maturity of 20 years. The RV-2020 mortality tables correspond to those established by the Commission for the Financial Market of Chile. The inflation rates are based on the yield curves of the long term nominal and inflation adjusted bonds based on BCU and BCPs issued by the Central Bank of Chile.

The calculation of the present value of the defined benefit obligation is sensitive to the variation of some actuarial assumptions such as discount rate, salary increase, rotation and inflation.

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The sensitivity analysis for these variables is presented below:

	Effect on the liability	
	As of	As of
	December 31,	December 31,
	2025	2024
	ThUS\$	ThUS\$
<u>Discount rate</u>		
Change in the accrued liability an closing for increase in 100 b.p.	(7,199)	(5,267)
Change in the accrued liability an closing for decrease of 100 b.p.	8,318	6,010
<u>Rate of wage growth</u>		
Change in the accrued liability an closing for increase in 100 b.p.	7,543	5,570
Change in the accrued liability an closing for decrease of 100 b.p.	(6,819)	(5,056)

(b) The liability for short-term:

	As of	As of
	December 31,	December 31,
	2025	2024
	ThUS\$	ThUS\$
Profit-sharing and bonuses (*)	275,358	183,153

(*) Accounts payables to employees (Note 19 letter b)

The participation in profits and bonuses related to an annual incentive plan for achievement of certain objectives.

(c) CIP (Corporate Incentive Plan)

With the aim of incentivizing the retention of talent among the executives of the Company and in response to the exit of the Chapter 11 Procedure, it was agreed to grant an extraordinary and exceptional incentive called Corporate Incentive Plan (hereinafter also "CIP"), which will be enforceable and paid subject to compliance with the terms, clauses and conditions approved at the Board meeting dated April 25, 2023. In summary, the CIP contemplates three

categories oriented to three different groups or categories of employees, whether they are hired by the Company directly, or in other companies of the LATAM group. These categories are as follows: Non-Executive Employees; Executives Not part of the Global Executive Meeting o “GEM”; and GEM Executives. Employees in each of these groups are only eligible for the CIP that corresponds to their respective category. The terms of each of these CIP categories were communicated to the respective employees between the months of January to December 2023.

Below are more background on each of the different categories of the CIP. Additionally, in Note 33 describes in more detail the main terms and conditions of the last two categories of the CIP (i.e., Non-GEM Executives; and GEM Executives):

- i) Non-Executive Employees: The first subprogram was aimed at non-executive employees who, while hired in LATAM as of December 31, 2020, were still in their position as of April 30, 2023, which includes a fixed and guaranteed payment in cash on certain dates, depending on the country where the employee is hired.

This subprogram was available to those employees who were unable to qualify for one of the two categories below, or who were able to do so, chose not to participate in them.

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- ii) Executives Not part of the GEM: The second subprogram applies to senior executives not part of the GEM (Global Executive Meeting – Senior Managers, Managers, Assistant Managers). This program contemplates the creation of remuneration synthetic Units (hereinafter, simply "Units") that, by reference, are considered as equivalent to the price of one share of LATAM Airlines Group S.A., and consequently, in case they become effective, they grant the worker the right to receive the payment in cash that results from multiplying the number of Units that become effective by the value per share of LATAM Airlines Group S.A. that should be considered in accordance with CIP.

In this context, this program contemplates two different bonuses: (1) a withholding bonus, consisting of the amount in cash resulting from Units that are assigned to the respective employee, these Units being paid at 20% at month 15 and 80% at month 24, in each case, counted from the exit date of Chapter 11 Procedure (i.e., November 3, 2022) (the "Exit Date"). This is consequently a guaranteed payment for these employees; and (2) a bonus associated with certain financial indicators of LATAM Airlines Group S.A. and its subsidiaries, which is reflected in Note 19 (b), becoming effective 20% at month 15 and 80% at month 24, in each case, from the Exit Date. Consequently, this is an eventual payment that is only made if these indicators are reached.

- iii) GEM Executives: The third subprogram applies to the Company's GEM executives (Global Executive Meeting) (CEO and employees whose job description is "vice presidents" or "directors"). This program, in essence, contemplates the creation of remuneration synthetic Units that, by referential means, are considered as equivalent to the price of one share of LATAM Airlines Group S.A. and consequently, in case they become effective, they grant the worker the right to receive the payment in cash that results from multiplying the number of Units that become effective by the value per share of LATAM Airlines Group S.A. that must be considered according to the CIP.

These Units are divided into:

(1) Units associated with the employee's permanence in the Company ("RSUs" – Retention Shares Units); and (2) Units associated with both the employee's permanence in the Company and the performance of LATAM Airlines Group S.A. ("PSUs" – Performance Shares Units). This performance is ultimately measured according to the share price of LATAM Airlines Group S.A. in the terms and conditions of the CIP.

Both the RSUs and the PSUs are consequently associated with the passage of time, becoming effective by partialities according to the calendar contemplated by the CIP. For the case of RSUs, having a vesting guaranteed by partialities as explained in more detail in Note 33. On the other hand, the PSUs also consider

the market value of the share of LATAM Airlines Group S.A. considering a liquid market. However, as long as there is no such liquid market, the share price will be determined on the basis of representative transactions. As explained in more detail in Note 33, PSUs constitute a contingent and non-guaranteed payment.

In addition, some GEM Executives will also be entitled to receive a fixed and guaranteed cash payment ("MPP" – Management Protection Plan) on certain dates according to the CIP. Those employees who are eligible for this MPP will also be eligible for a limited number of additional MSUs ("MPP Based RSUs").

During the first quarter of 2025, GEM executives contracts were amended incorporating an alternative modality for a portion of the PSUs assigned to the employee to become effective. More specifically, up to 50% of the PSUs assigned to the respective employee will be eligible to become effective to the extent that, on or before the 60th month from the date of exit from the Chapter 11 Procedure, the Return per Share, expressed as a percentage of the price per share at which the shares issued by virtue of the capital increase agreed upon at the Extraordinary Shareholders' Meeting of LATAM Airlines Group S.A. on July 5, 2022 (i.e., US\$0.01083865799), exceeds certain thresholds. For these purposes, the concept of "Return per Share" considers the average price of stock market transactions in shares of LATAM Airlines Group S.A. within 60 business days prior to the determination date, plus any dividends and distributions that have been paid to shareholders with respect to their shares in LATAM Airlines Group S.A. after the exit from the Chapter 11 Procedure.

In all cases, the respective employees must have remained as such in the Company at the corresponding accrual date to qualify for these benefits.

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For the year ended December 31, 2025, the amount accrued related to this CIP was US\$18.21 million (US\$78.79 million at December 31, 2024), which is recorded in the “Administrative expenses” line of the Consolidated Statement of Income by Function. As of December 2025, the amount of this plan recorded in the consolidated statement of financial position is US\$120.85 million (US\$152.6 million at December 31,2024).

(d) Employment expenses are detailed below:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Salaries and wages	1,504,554	1,337,982	1,268,343
Short-term employee benefits	229,457	243,210	181,565
Other personnel expenses	207,110	157,282	133,429
Total	1,941,121	1,738,474	1,583,337

NOTE 23 - ACCOUNTS PAYABLE, NON-CURRENT

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
Aircraft and engine maintenance	408,700	433,447
Fleet (JOL)	40,000	40,000
Provision for vacations and bonuses	22,016	18,129
Other sundry liabilities	492	186
Total accounts payable, non-current	471,208	491,762

NOTE 24 - EQUITY

(a) Capital

The Company's objective is to maintain an appropriate level of capitalization that enables it to ensure access to the financial markets for carrying out its medium and long-term objectives, optimizing the return for its shareholders and maintaining a solid financial position.

The paid capital of the Company at December 31, 2025 amounts to ThUS\$ 4,418,110 divided into 574,215,983,709 common stock of a same series (ThUS\$ 5,003,534 divided into 604,437,877,587 shares as of December 31, 2024), a single series nominative, ordinary character with no par value. The total number of authorized shares of the Company as of December 31, 2025, corresponds to 574,219,895,457 shares. From the above it follows that 3,911,748 shares are pending subscription and payment, and said shares are intended exclusively to respond to the conversion of 42,398 Series H Convertible Bonds issued on the occasion of the exit from the reorganization procedure under Chapter 11. There are no special series of shares and no privileges. The form of its stock certificates and their issuance, exchange, disablement, loss, replacement and other similar circumstances, as well as the transfer of the shares, is governed by the provisions of the Corporate Law and its regulations.

At the Company's Extraordinary Shareholders' Meeting held on April 20, 2023, it was agreed to:

- i) A decrease in the Company's capital for an amount of ThUS\$7,501,896, without altering the number and characteristics of the shares into which it is divided, by absorbing the Company's accumulated losses as of December 31, 2022 for the same amount;

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ii) Decrease of the Company's capital for an amount of ThUS\$178, without altering the number and characteristics of the shares into which it is divided, through the absorption of the equity account of "Treasury Shares" as of December 31, 2022 for the same amount, produced on the occasion of the January 2013 reduction of capital stock by operation of law that took place in accordance with the provisions of Article 27 of the Corporations Law.

iii) Deduction of the Company's capital the account "Costs of issuing shares and new convertible notes", for an amount of ThUS\$810,279.

On September 6, 2023, by public deed granted at the Notary of Santiago of Mr. Eduardo Diez Morello, under repertoire number 15,327-2023 entitled "Declaración de Colocación y Vencimiento Plazo de Colocación Bonos Convertibles "Series G", "Series H" and "Series I" and Reducción de Capital de Pleno Derecho", it was realized that on September 5, 2023 the maturity of the placement term (the "Placement Term") of Convertible Notes issued on the occasion of the capital increase agreed at the Company's Extraordinary Shareholders' Meeting held on July 5, 2022. Consequently, in accordance with the mentioned in number Four of Clause Six of the respective notes issuance contract (the "Issuance Agreement"), as of that date the amount placed against it remained unchanged, and consequently the Convertible Notes not placed on that date were null and void. For the sake of completeness, it was declared that upon maturity of the Placement Term, 123,605,720 Series G Convertible Notes and 37 Series I Convertible Notes (collectively, the "Unplaced Convertible Notes") remained unplaced, for an amount of US\$123,605,720 and US\$37, respectively (hereinafter, together, the "Unplaced Amount"). The conversion option of the Unplaced Convertible Notes was backed by 1,965,903,665 shares as equity.

Likewise, in the aforementioned deed it was realized that since all the Unplaced Convertible Bonds have been terminated, since they have been null and void, they cannot be converted into shares of the issuer, consequently reducing the Company's Capital Share by an amount equal to the Unplaced Amount.

Therefore, as of September 6, 2023, the amount of the Share Capital was reduced by law in the amount of ThUS\$123,606, equivalent to 1,965,903,665 shares. As a result of the foregoing, as of that date, the total statutory share capital of the Company was reduced by law from the amount of ThUS\$5,127,182, divided into 606,407,693,000 shares, of the same and unique series, without par value, to the amount of ThUS\$5,003,576, divided into 604,441,789,335 shares, of which MUS\$5,003,534, equivalent to 604,437,877,587 shares, are fully paid. To date, the balance of ThUS\$42, equivalent to 3,911,748 shares, are pending of subscription and payment and are intended exclusively to respond to the conversion of 42,398 Series H Convertible Notes.

All of the above was explained in detail at the Extraordinary Shareholders' Meeting of the Company held on April 25, 2024, in which it was agreed, among other things, (i) to record the aforementioned reduction by operation of law in the Share Capital, and the granting of the aforementioned public deed dated September 6, 2023; and (ii) on the

basis of the above, adapt the Fifth permanent and First Transitory articles of the corporate statute, relating to share capital.

As of September 2, 2025, the Company's Board of Directors convened an Extraordinary Shareholders' Meeting for October 17, 2025, for the purpose of submitting to a shareholders' vote the early cancellation of 30,221,893,878 treasury shares acquired by the Company under the share repurchase programs approved at the Extraordinary Shareholders' Meetings held on March 17, 2025 and June 26, 2025, as well as approving the corresponding decrease in the Company's share capital. At said Shareholders' Meeting, the early cancellation of the aforementioned 30,221,893,878 treasury shares—representing subscribed and paid-in capital of US\$585,424,212—was approved, thereby reducing the Company's share capital by such amount. Accordingly, the share capital was reduced from US\$5,003,576,326.78, divided into 604,441,789,335 shares of a single series without par value, to US\$4,418,152,114.78, divided into 574,219,895,457 shares of a single series without par value. Of this amount, US\$4,418,109,716.78, represented by 574,215,983,709 shares, is fully subscribed and paid; and the remaining balance of US\$42,398, represented by 3,911,748 shares, is reserved exclusively to satisfy the conversion of 42,398 Series H Convertible Bonds issued in connection with the emergence from the Chapter 11 reorganization process.

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(b) Movement of authorized shares

The following table shows the movement of the authorized, fully paid shares and back-up shares to be delivered in the event that the respective conversion option is exercised under the convertible notes currently issued by the Company:

	As of December 31, 2025				As of December 31, 2024			
	N° of Subscribed				N° of Subscribed			
	of shares and paid	N° of			of shares and paid	N° of		
	or delivered	convertible			or delivered	convertible		
	pursuant to the	notes back-up			pursuant to the	notes back-up		
	exercise of the	shares	N° of shares to		exercise of the	shares pending	N° of shares to	
	conversion option	pending to	subscribe or not		conversion option	to place	subscribe or not	
	N° of authorized	conversion option	pending to	subscribe or not	N° of authorized	conversion option	to place	subscribe or not
	shares	(*)	place	used	shares	conversion option	to place	used
Opening Balance	604,441,789,335	604,437,877,587	3,911,748	—	604,441,789,335	604,437,877,587	3,911,748	—
Early								
cancellation of								
treasury shares	(30,221,893,878)	(30,221,893,878)	—	—	—	—	—	—
Subtotal	(30,221,893,878)	(30,221,893,878)	—	—	—	—	—	—
Closing Balance	574,219,895,457	574,215,983,709	3,911,748	—	604,441,789,335	604,437,877,587	3,911,748	—

(*) See letter (a) above, in the same Note.

(c) Share capital

The following table shows the movement of share capital:

	Paid- in Capital
	ThUS\$
Initial balance as of January 1, 2023	13,298,486
Placement during the conversion options period - Convertible Notes G (1)	17,401
Absorption of Accumulated Losses as of December 31, 2022 (2)	(7,501,896)
Absorption of treasury shares (2)	(178)
Deduction of issuance and placement costs of shares and bonds convertible into shares (2)	(810,279)
Subtotal	(8,294,952)
Ending balance as of December 31, 2023	5,003,534
Initial balance as of January 1, 2024	5,003,534
Ending balance as of December 31, 2024	5,003,534
Initial balance as of January 1, 2025	5,003,534
Early cancellation of treasury shares	(585,424)
Subtotal	(585,424)
Ending balance as of December 31, 2025	4,418,110

(1) Includes Convertible Notes bonds delivered as payment of debts recognized in Chapter 11.

(2) As explained in letter a) of this Note, at the Company's Extraordinary Shareholders' Meeting held on April 20, 2023, it was agreed to absorb retained losses and reduce the Company's capital.

(d) Treasury stock

As of December 31, 2025, of the total subscribed and paid-in shares, the Company had acquired 30,221,893,878 shares under its own share repurchase programs, for a total amount of ThUS\$585,424. These shares were early cancelled in accordance with the approval granted by the Extraordinary Shareholders' Meeting held on October 17, 2025.

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The movement of treasury shares is as follows:

Movement of treasury shares	Number of shares	Share amount ThUS\$	Fee payments ThUS\$	Total ThUS\$
Opening balance at January 1, 2024	—	—	—	—
Movements during the year	—	—	—	—
Closing balance at December 31, 2024	—	—	—	—
Opening balance at January 1, 2025	—	—	—	—
Own share repurchase program approved at the Extraordinary Shareholders' Meeting held on March 17, 2025, paid in May 2025	9,671,006,041	151,997	154	152,151
Own share repurchase program approved at the Extraordinary Shareholders' Meeting held on June 26, 2025, paid in July 2025	20,550,887,837	432,840	433	433,273
Early cancellation of own shares approved at the Extraordinary Shareholders' Meeting held on October 17, 2025	(30,221,893,878)	(584,837)	(587)	(585,424)
Ending balance as of December 31, 2025	—	—	—	—

(e) Other equity- Value of conversion right - Convertible Notes

(e.1) Notes subscription

The Convertible Notes were issued to be placed in exchange for a cash contribution, in exchange for settlement of Chapter 11 Proceeding or a combination of both. Convertible Notes issued in exchange for cash were valued at fair value (the cash received). Notes issued

in exchange for settlement of Chapter 11 claims were valued considering the discount that each group of liabilities settled on at the emergence date. The table below shows the 3 Convertible Notes at their nominal values, the adjustment, if any, to arrive at their fair values and the amount of transaction costs. The conversion option classified as equity is determined by deducting the amount of the liability component from the fair value of the compound

instrument as a whole. The equity portion is recognized under Other equity at the time the Convertible Notes are issued.

Concepts	As of December 31, 2023			
	Convertible	Convertible	Convertible	Total
	Notes G	Notes H	Notes I	Convertible
	ThUS\$	ThUS\$	ThUS\$	Notes
Face Value	17,401	—	—	17,401
Adjustment to fair value Convertible Notes at the date of issue	(14,401)	—	—	(14,401)
Subtotal	(11,401)	—	—	(11,401)
Fair Value of Notes	3,000	—	—	3,000
Equity component at the date of issue	3,000	—	—	3,000

During the year ended December 31, 2025, and for the year ended December 31, 2024, there was no subscription of convertible bonds.

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(e.2) Conversion of notes into shares

Until as of December 31, 2023 the following notes have been converted into shares:

Concepts	As of December 31, 2023			
	Convertible	Convertible	Convertible	Total
	Notes G	Notes H	Notes I	Convertible
	ThUS\$	ThUS\$	ThUS\$	Notes
Conversion percentage	100.000%	99.997%	100.000%	
Conversion option of convertible notes exercised	1,133,397	1,372,798	6,863,427	9,369,622
Total Converted Notes	1,133,397	1,372,798	6,863,427	9,369,622

As of December 31, 2025, and as of December 31, 2024, no bonds have been converted into shares.

The conversion option from the issuance of convertible notes classified as equity is determined by deducting the amount of the liability component from the fair value of the compound instrument (i.e. convertible notes) as a whole. This is recognized and included in equity, net of income tax effects, and is not subsequently remeasured. In addition, the conversion option classified as equity will remain in equity until the conversion option is exercised, in which case, the balance recognized in equity will be transferred to share capital. As of December 31, 2025, the portion not converted into equity corresponds to ThUS\$39.

(e.3) The Convertible Notes

The contractual conditions of the G, H and I Convertible Notes consider the delivery of a fixed number of shares of LATAM Airlines Group S.A. at the time of settlement of the conversion option of each of them. The foregoing determined the classification of convertible notes as equity instruments, with the exception of Bond H, which considers, in addition to the delivery of a fixed number of shares, the payment of 1% annual interest with certain conditions for its payment and its accrual from 60 days after the exit Date. The payment of this interest gives rise to the recognition of a liability component for the class H convertible notes.

At the date of issue, the fair value of the liability component in the amount of ThUS\$102,031 was estimated using the prevailing market interest rate for similar non-convertible instruments.

Transaction costs relating to the liability component are included in the carrying amount of the liability portion and amortized over the period of the convertible notes using the effective interest method.

(f) Reserve of share- based payments

Movement of Reserves of share- based payments:

Periods	Opening balance	Stock option plan	Closing balance
	ThUS\$	ThUS\$	ThUS\$
From January 1 to December 31, 2023	37,235	—	37,235
From January 1 to December 31, 2024	37,235	—	37,235
From January 1 to December 31, 2025	37,235	—	37,235

These reserves are related to share based payment plans that expired during the first quarter of 2023. No equity instruments were issued and no amounts were paid associated with these plans.

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(g) Other sundry reserves

Movement of Other sundry reserves:

Periods	Opening balance	Transactions with non-controlling interest	Legal reserves	Other sundry reserves	Others increases (Decreases)	Closing balance
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
From January 1 to December 31, 2023	(1,972,651)	5,074	—	(14,401)	811,962	(1,170,016)
From January 1 to December 31, 2024	(1,170,016)	—	—	—	510	(1,169,506)
From January 1 to December 31, 2025	(1,169,506)	—	—	—	(19,505)	(1,189,011)

Balance of Other sundry reserves comprise the following:

	As of December 31, 2025	As of December 31, 2024	As of December 31, 2023
	ThUS\$	ThUS\$	ThUS\$
Higher value for TAM S.A. share exchange (1)	2,666,202	2,666,202	2,665,692
Reserve for the adjustment to the value of fixed assets (2)	2,620	2,620	2,620
Transactions with non-controlling interest (3)	(211,582)	(211,582)	(211,582)
Adjustment to the fair value of the New Convertible Notes (4)	(3,624,871)	(3,624,871)	(3,624,871)
Share buyback program OFB june 2025(5ii)	(15,603)	—	—
Share buyback program OFB march 2025(5i)	(3,902)	—	—
Others	(1,875)	(1,875)	(1,875)
Total	<u>(1,189,011)</u>	<u>(1,169,506)</u>	<u>(1,170,016)</u>

- (1) Corresponds to the difference between the value of the shares of TAM S.A., acquired by Sister Holdco S.A. (under the Subscriptions) and by Holdco II S.A. (by virtue of the Exchange Offer), which is recorded in the declaration of completion of the merger by absorption, and the fair value of the shares exchanged by LATAM Airlines Group S.A. as of June 22, 2012.
- (2) Corresponds to the technical revaluation of the fixed assets authorized by the Commission for the Financial Market in the year 1979, in Circular No. 1529. The revaluation was optional and could be made only once; the originated reserve is not distributable and can only be capitalized.
- (3) The balance corresponds to the loss generated by: Lan Pax Group S.A. e Inversiones Lan S.A. in the acquisition of shares of Aerovías de Integración Regional S.A. for ThUS\$(3,480) and ThUS\$ (20), respectively; the acquisition of TAM S.A. of the minority interest in Aerolinhas Brasileiras S.A. for ThUS\$ (885), the acquisition of Inversiones Lan S.A. of the minority participation in Aerovías de Integración Regional S.A. for an amount of ThUS\$ (2) and the acquisition of a minority stake in Aerolane S.A. by Lan Pax Group S.A. for an amount of ThUS\$ (21,526) through Holdco Ecuador S.A. (3) The loss due to the acquisition of the minority interest of Multiplus S.A. for ThUS\$(184,135) and the acquisition of a minority interest in LATAM Airlines Perú S.A. through LATAM Airlines Group S.A for an amount of ThUS\$(3,225) and acquisition of the minority stake in LAN Argentina S.A. and Inversora Cordillera through Transportes Aéreos del Mercosur S.A. for an amount of ThUS\$(3,383). The movements during 2023 was the

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following: (5) acquisition of the non-controlling interest of Aerovías de Integración Regional S.A. Aires S.A. for an amount of ThUS\$(23) and (6) amendment of articles in the legal statutes of association related to premiums for the issuance of shares in the subsidiaries Aerovías de Integración Regional S.A. Aires S.A. for a total amount of ThUS\$5,097.

- (4) The adjustment to the fair value of the Convertible Notes delivered in exchange for settlement of Chapter 11 claims was valued considering the discount that each group of liabilities settled on at the emergence date. These relate to: gain on the haircut for the accounts payable and other accounts payable ThUS\$2,564,707 (ThUS\$2,564,707 as of December 31, 2024 and ThUS\$2,564,707 as of December 31, 2023), gain on the haircut for the financial liabilities for ThUS\$420,436 and gain on the haircut of lease liabilities which is booked against the right of use asset for THUS\$639,728 as of December 31, 2025, December 31, 2024 and December 31, 2023.

(5) Share Repurchase Programs

5i) Firm Block Offer (FBO) March 2025

At the Extraordinary Shareholders' Meeting held on March 17, 2025 (the "Meeting"), it was approved a program for the acquisition of shares issued by the Company was approved, in accordance with Articles 27 A to 27 C and other relevant articles of the Corporations Act (the "Share Repurchase Program", "Buyback" or the "First Program") for a duration of 18 months from the date of the Meeting for up to 1.6% of the outstanding shares, which corresponds to 9,671,006,041 shares as of this date. According to the terms in which it was approved, the objective of the First Program is distributing proceeds to shareholders and investing in shares issued by the Company. At the Meeting, the Board of Directors has been delegated the authority to set the minimum and maximum purchase price for shares under the First Program, remaining fully empowered to modify this determination as often as it deems necessary, in its sole discretion. The Meeting also approved to authorize the Board of Directors, in accordance with Article 27 B of the Corporations Law, to carry out the acquisition of shares subject to the First Program on stock exchanges through systems that allow for pro rata acquisition of the shares. If the established percentage is not reached, the remaining balance may be purchased directly in "rueda". Additionally, the Board of Directors has been delegated the authority to always acquire shares directly in the market for an amount representing up to 1% of the Company's share capital within any 12-month period, without the need to apply the pro rata procedure, under the terms provided for in the aforementioned Article 27 B.

In a Board of Directors meeting held on March 28, 2025, the Company's Board of Directors approved the launch of the First Program approved at the aforementioned Meeting, in accordance with the delegation granted to the Board of Directors at that Meeting and the applicable regulations. Specifically, on this date, the Board of Directors agreed to:

a) Initiate the First Program through the pro rata mechanism of an FBO (“Oferta Firme en Bloque” or “FBO”, for its Spanish acronym) on the Santiago Stock Exchange (the “Exchange”) for up to 1.6% of the outstanding shares into which the Company’s share capital is divided (i.e., up to 9,671,006,041 shares), at a price per share of CLP\$15.02 (fifteen point zero two pesos, legal currency in Chile), equivalent to March 28, 2025 to US\$0.016120204 (zero point zero one six one two zero two zero four U.S. dollars), according to the "observed" exchange rate as of this date, for a period of 30 days.

b) Determine that the OFB be registered in the Exchange's systems on March 28, 2025, with effective as of April 1, 2025. The OFB had an initial period of 30 days, from April 1, 2025, to April 30, 2025.

c) Engage J.P. Morgan Corredores de Bolsa SpA and Banchile Corredores de Bolsa S.A. to implement the OFB.

Additionally, in the same meeting, it is agreed that ADR holders who desire to sell shares under the First Program must first cancel their respective ADRs and convert them into shares of the Company under the terms outlined in our deposit agreement with JPMorgan Chase Bank, N.A. To do so, they must contact the depositary.

As of March 31, 2025, following approval by the Company's Board of Directors to initiate the program to acquire its own-issued shares through pro rata mechanism the "Oferta Firme en bloque" (OFB) indicated in the preceding paragraphs, the Company recognized the payment obligation of ThUS\$155,899.

On April 30, 2025 the OFB was declared fully successful, receiving acceptances that far exceeded the shares offered for purchase under the First Program. As a result, the Company was required to apply a pro-rata allocation to the shareholders who accepted the OFB. Consequently, the OFB was definitively settled on May 2, 2025, and the shareholders who

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accepted the OFB were unable to sell, under the First Program, all the shares they intended to. As a result of the execution of the First Program, the Company ultimately acquired all 9,961,006,041 shares covered by the Program.

On May 2, 2025, the settlement of the purchase of 1.6% of the subscribed and paid shares (9,671,006,041 shares) was carried out for a total amount of US\$151,997 thousand (see Note 24 (d)). As of that date, an amount of ThUS\$3,902 was recognized in other reserves. This amount arises from the exchange rate difference between, on the one hand, the date of recognition of the payment obligation as of March 31, 2025, as previously indicated, and on the other hand, the settlement date of the OFB on May 2, 2025. This difference arises because the share price was set and paid in Chilean pesos.

5ii) Firm Block Offer (OFB) June 2025

At the Extraordinary Shareholders' Meeting held on June 26, 2025 (the "Meeting"), it was approved a new program for the acquisition of shares issued by the Company was approved, in accordance with Articles 27 A to 27 C and other relevant articles of the Corporations Act (the "Share Repurchase Program", "Buyback" or the "New Program") for a duration of 18 months from the date of the Meeting for up to 3.4% of the outstanding shares, which corresponds to 20,550,887,837 shares as of this date. According to the terms in which it was approved, the objective is distributing proceeds to shareholders and investing in shares issued by the Company. At the Meeting, the Board of Directors has been delegated the authority to set the minimum and maximum purchase price for shares under the New Program, remaining fully empowered to modify this determination as often as it deems necessary, in its sole discretion. The Meeting also approved to authorize the Board of Directors, in accordance with Article 27 B of the Corporations Law, to carry out the acquisition of shares subject to the New Program on stock exchanges through systems that allow for pro rata acquisition of the shares. If the established percentage is not reached, the remaining balance may be purchased directly in "rueda". Additionally, the Board of Directors has been delegated the authority to always acquire shares directly in the market for an amount representing up to 1% of the Company's share capital within any 12-month period, without the need to apply the pro rata procedure, under the terms provided for in the aforementioned Article 27 B.

In a Board of Directors meeting held on June 27, 2025, the Company's Board approved the launch of the New Program approved at the aforementioned Meeting, in accordance with the delegation granted to the Board of Directors at that Meeting and the applicable regulations. Specifically, on this date, the Board of Directors agreed to:

a) Initiate the New Program through the pro rata mechanism of an OFB ("Oferta Firme en Bloque" or "OFB", for its Spanish acronym) on the Santiago Stock Exchange (the "Exchange") for up to 2.4% of the outstanding shares into which the Company's share capital is divided (i.e., up to 14,506,509,062 shares), at a price per share of CLP\$19.00 (nineteen point zero pesos, legal currency in Chile), equivalent to June 27, 2025 to US\$0.020415400 (zero point zero two zero four one five four zero zero U.S. dollars), according to the "observed" exchange rate as of this date, for a

period of 30 days. The terms and conditions of the OFB may be modified as permitted by current regulations. Any changes will be duly reported through a new Material Fact and will be recorded with the Exchange in accordance with the exchange regulations.

b) Determine that the OFB be registered in the Exchange's systems on June 27, 2025, with effective as of July 1, 2025. The OFB will have an initial period of 30 days, from July 1, 2025, to July 30, 2025.

c) Engage Banchile Corredores de Bolsa S.A. and Larrain Vial S.A. Corredora de Bolsa to implement the OFB.

Additionally, in the same meeting, it is agreed that ADR holders who desire to sell shares under the New Program must first cancel their respective ADRs and convert them into shares of the Company under the terms outlined in our deposit agreement with JPMorgan Chase Bank, N.A. To do so, they must contact the depository.

As of June 30, 2025, following approval by the Company's Board of Directors to initiate the program to acquire its own-issued shares through pro rata mechanism the "Oferta Firme en bloque" (OFB) indicated in the preceding paragraphs, the Company recognized the payment obligation of ThUS\$ US\$296,156.

In a Board of Directors meeting held on July 29, 2025, the Company approved increasing the price of the OFB to CLP 20.6 (twenty point six pesos, legal currency in Chile) per share.

In a Board of Directors meeting held on July 30, 2025, the Company approved increasing the maximum percentage of shares to be acquired under the OFB so that up to 3.4% of the subscribed and paid-in shares into which its share capital is divided may be purchased thereunder (i.e., up to 20,550,887,837 shares), the percentage corresponding to the New Program's maximum limit.

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On July 30, 2025, the OFB was declared fully successful, having received acceptances that far exceeded the number of shares offered to be purchased under the New Program, which in turn required the Company to apply a pro rata allocation to the shareholders who accepted the OFB. Accordingly, the OFB was ultimately settled on July 31, 2025, and the shareholders who accepted the OFB were not able to sell under the New Program all the shares they intended to. As a result of the execution of the New Program, the Company ultimately acquired the entirety of the 20,550,887,837 shares targeted thereunder.

On July 31, 2025, the settlement was effected of the purchase of 3.4% of the subscribed and paid-in shares (20,550,887,837 shares) was carried out for a total amount of US\$432,840 thousand (see Note 24(d)). As of that date, an amount of ThUS\$15,603 was recognized in other reserves.

This amount arises from the exchange rate difference between, on the one hand, the date of recognition of the payment obligation as of June 30, 2025, and on the other hand, the settlement date of the OFB as of July 31, 2025.

This foreign exchange difference was affected by the following events that occurred between those dates: the increase in the OFB price on July 29, 2025, and the modification maximum percentage of shares to be acquired, allowing the purchase of up to 3.4% of the share capital on July 30, 2025. This difference arises because the share price was set and paid in Chilean pesos.

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(h) Reserves with effect in other comprehensive income.

Movement of Reserves with effect in other comprehensive income:

	Currency translation reserve	Cash flow hedging reserve	Gains (Losses) on change on value of time value of options	Actuarial gain or loss on defined benefit plans reserve	Total
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Opening balance as of January 1, 2023	(3,805,560)	36,542	(21,622)	(28,117)	(3,818,757)
Change in fair value of hedging instrument recognized in					
OCI	—	(32,858)	25,734	—	(7,124)
Reclassified from OCI to profit or loss	—	(26,568)	28,818	—	2,250
Reclassified from OCI to the value of the hedged asset	—	(11,112)	—	—	(11,112)
Deferred tax	—	3,604	—	—	3,604
Actuarial reserves by employee benefit plans	—	—	—	(21,192)	(21,192)
Deferred tax actuarial IAS by employee benefit plans	—	—	—	750	750
Translation difference subsidiaries	(25,051)	(8,286)	17	—	(33,320)
Closing balance as of December 31, 2023	(3,830,611)	(38,678)	32,947	(48,559)	(3,884,901)
Opening balance as of January 1, 2024	(3,830,611)	(38,678)	32,947	(48,559)	(3,884,901)
Change in fair value of hedging instrument recognized in					
OCI	—	15,476	(34,872)	—	(19,396)
Reclassified from OCI to profit or loss	—	(40,898)	22,685	—	(18,213)
Reclassified from OCI to the value of the hedged asset	—	11,999	14,580	—	26,579
Actuarial reserves by employee benefit plans	—	—	—	(21,763)	(21,763)
Deferred tax actuarial IAS by employee benefit plans	—	—	—	908	908
Translation difference subsidiaries	(379,049)	(795)	304	—	(379,540)
Closing balance as of December 31, 2024	(4,209,660)	(52,896)	35,644	(69,414)	(4,296,326)
Opening balance as of January 1, 2025	(4,209,660)	(52,896)	35,644	(69,414)	(4,296,326)
Change in fair value of hedging instrument recognized in					
OCI	—	1,416	(37,121)	—	(35,705)
Reclassified from OCI to profit or loss	—	(5,854)	47,126	—	41,272
Reclassified from OCI to the value of the hedged asset	—	(2,204)	—	—	(2,204)
Actuarial reserves by employee benefit plans	—	—	—	(17,060)	(17,060)
Deferred tax actuarial IAS by employee benefit plans	—	—	—	510	510
Translation difference subsidiaries	218,266	398	(210)	—	218,454
Closing balance as of December 31, 2025	(3,991,394)	(59,140)	45,439	(85,964)	(4,091,059)

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(h.1) Cumulative translate difference

These are originated from exchange differences arising from the translation of any investment in foreign entities (or Chilean investments with a functional currency different to that of the parent), and from loans and other instruments in foreign currency designated as hedges for such investments. When the investment (all or part) is sold or disposed and a loss of control occurs, these reserves are shown in the consolidated statement of income as part of the loss or gain on the sale or disposal. If the sale does not involve loss of control, these reserves are transferred to non-controlling interests

(h.2) Cash flow hedging reserve

These are originated from the fair value valuation at the end of each period of the outstanding derivative contracts that have been defined as cash flow hedges. When these contracts expire, these reserves should be adjusted, and the corresponding results recognized.

(h.3) Reserves of actuarial gains or losses on defined benefit plans

Correspond to the increase or decrease in the present value obligation for defined benefit plans due to changes in actuarial assumptions, and experience adjustments, which are the effects of differences between the previous actuarial assumptions and the actual events that have occurred.

(h.4) Gains (Losses) on change on value of time value of options

These are originated from changes in the time value of money, which represents the difference between the option's fair value and its intrinsic value.

(i) Retained earnings/(losses)

Movement of Retained earnings/(losses):

Periods	Opening balance	Result for the period	Dividends (*)	Others increase (decreases)	Closing balance
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
From January 1 to December 31, 2023	(7,501,896)	581,831	(174,549)	7,559,025	464,411
From January 1 to December 31, 2024	464,411	976,972	(293,092)	—	1,148,291
From January 1 to December 31, 2025	1,148,291	1,459,984	(437,995) (*)	—	2,170,280

(*) See Note 24 (j).

(1) The detail of Other increases (decreases) is as follows:

	As of December 31, 2023
Absorption accumulated losses (*)	7,501,896
Reversal of dividends	57,129
Total	7,559,025

(*) See letter a) under this same Note.

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(j) Dividends per share

Description of dividend	Interim dividend 2025	Minimum mandatory dividend 2025	Final dividend 2024
Amount of the dividend (ThUS\$)	400,000 (*)	37,995 (**)	293,092 (***)
Number of shares among which the dividend is distributed	574,215,983,709	574,215,983,709	604,437,877,587
Dividend per share (US\$)	0.000697	0.000066	0.000485
Payment date	12/23/2025		04/22/2025

(*) At the Board of Directors' meeting held on December 3, 2025, the distribution of Interim Dividend No. 54, charged to equity related to the net income for the year 2025, in a total amount of ThUS\$400,000, was approved. The dividend was paid on December 23, 2025.

(**) The provision recognized corresponds to the amount required to meet the mandatory minimum dividend as of December 31, 2025, equivalent to 30% of the profit for the year 2025. The distribution of the final dividend, charged to the 2025 financial year, is subject to the proposal of the Board of Directors and the approval of the shareholders, in accordance with applicable legal and regulatory provisions..

(***) At the Ordinary Shareholders' Meeting held on March 24, 2025, it was agreed to distribute a final dividend proposed by the Board of Directors in the Ordinary Session of March 14, 2025, amounting to ThUS\$293,092, which corresponds to 30% of the net income for the year 2024. The payment was made on April 22, 2025.

NOTE 25 - REVENUE

The detail of revenues is as follows:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Passengers	12,611,528	11,233,287	10,215,148
Cargo	1,653,528	1,599,756	1,425,393
Total	14,265,056	12,833,043	11,640,541

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NOTE 26 - COSTS AND EXPENSES BY NATURE

(a) Costs and operating expenses

The main operating costs and administrative expenses are detailed below:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Aircraft fuel	(3,804,821)	(3,970,077)	(3,947,220)
Other rentals and landing fees	(1,638,809)	(1,470,057)	(1,322,795)
Aircraft maintenance	(862,647)	(815,916)	(601,804)
Aircraft rental (*)	—	(4,164)	(91,876)
Commissions	(252,670)	(230,127)	(244,160)
Passenger services	(382,252)	(331,918)	(271,838)
Other operating expenses	(1,539,833)	(1,448,052)	(1,351,571)
Total	<u>(8,481,032)</u>	<u>(8,270,311)</u>	<u>(7,831,264)</u>

(*) Aircraft Lease Contracts include lease payments based on Power by the Hour (PBH) at the beginning of the contract and fixed-rent payments later on. For these contracts that contain an initial period based on PBH and then a fixed amount, a right of use asset and a lease liability was recognized at the date of modification of the contract. These amounts continue to be amortized over the contract term on a straight-line basis starting from the modification date of the contract. Therefore, as a result of the application of the lease accounting policy, the expenses for the year include both the lease expense for variable payments (Aircraft Rentals) as well as the expenses resulting from the amortization of the right of use assets (included in the Depreciation line included in b) below) and interest from the lease liability (included in Lease Liabilities letter c) below)

Leases of low-value assets included in Costs and expenses by nature

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Payments for leases of low-value assets	(22,165)	(18,555)	(16,632)
Total	(22,165)	(18,555)	(16,632)

(b) Depreciation and amortization

Depreciation and amortization are detailed below:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Depreciation (*)	(1,644,873)	(1,375,101)	(1,151,015)
Amortization	(91,225)	(72,555)	(54,358)
Total	(1,736,098)	(1,447,656)	(1,205,373)

(*) Included within this amount is the depreciation of the Property, plant and equipment (See Note 16 (a)) and the maintenance of the aircraft recognized as right of use assets. The maintenance cost amount included in the depreciation line for the year ended December 31, 2025 is ThUS\$772,159 (ThUS\$668,936 for the same year in December 31, 2024 and ThUS\$ 565,384 in December 31, 2023).

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(c) Financial costs

The detail of financial costs is as follows:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Bank loan interests	(261,722)	(452,778)	(400,052)
Financial leases	(43,039)	(49,809)	(58,011)
Lease liabilities	(315,309)	(318,267)	(224,824)
Other financial expenses	(101,346)	(61,096)	(15,344)
Total	(721,416)	(881,950)	(698,231)

Costs and expenses by nature presented in this note plus the Employee expenses disclosed in Note 22, are equivalent to the sum of cost of sales, distribution costs, administrative expenses, other expenses and financing costs presented in the consolidated statement of income by function.

(d) Financial income

Financial income is detailed below:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Other miscellaneous income	146,275	142,411	125,356
Total	146,275	142,411	125,356

(e) Other gains (losses)

Other gains (losses) are detailed below:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Adjustment net realizable value fleet available for sale	—	—	(39,163)
Other	(1,201)	(36,223)	(51,880)
Total	(1,201)	(36,223)	(91,043)

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NOTE 27 - OTHER INCOME, BY FUNCTION

Other income, by function is as follows:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Tours	83,187	60,437	36,297
Customs and warehousing	48,517	37,710	27,553
Income from non-airlines products LATAM Pass	19,351	35,904	15,148
Other miscellaneous income	78,879	66,618	69,643
Total	229,934	200,669	148,641

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NOTE 28 - FOREIGN CURRENCY AND EXCHANGE RATE DIFFERENCES

The functional currency of LATAM Airlines Group S.A. is the US dollar, LATAM has subsidiaries whose functional currency is different to the US dollar, such as the chilean peso, argentine peso, colombian peso, brazilian real and guaraní.

The functional currency is defined as the currency of the primary economic environment in which an entity operates. For each entity and all other currencies are defined as a foreign currency.

Considering the above, the balances by currency mentioned in this note correspond to the sum of foreign currency of each of the entities that are part of the LATAM Airlines Group S.A. and Subsidiaries.

Following are the current exchange rates for the US dollar, on the dates indicated:

	As of December 31, 2025	As of December 31, 2024	As of December 31, 2023
Argentine peso	1,454.92	1,030.50	807.98
Brazilian real	5.50	6.18	4.85
Chilean peso	907.13	996.46	877.12
Colombian peso	3,772.05	4,403.50	3,872.49
Euro	0.85	0.96	0.90
Australian dollar	1.50	1.61	1.46
Boliviano	6.86	6.86	6.86
Mexican peso	17.95	20.54	16.91
New Zealand dollar	1.72	1.77	1.58
Peruvian Sol	3.36	3.80	3.70
Paraguayan Guarani	6,560.0	7,815.0	7,270.60
Uruguayan peso	38.95	43.80	38.81

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Foreign currency

The foreign currency detail of balances of monetary items in current and non-current assets is as follows:

	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
<u>Current assets</u>		
Cash and cash equivalents	832,594	630,133
Argentine peso	2,692	4,184
Brazilian real	42,258	4,529
Chilean peso	206,013	17,440
Colombian peso	22,937	12,156
Euro	20,350	15,721
U.S. dollar	485,614	532,670
Other currency	52,730	43,433
Other financial assets, current	8,083	7,768
Chilean peso	2,026	2,130
U.S. dollar	5,413	5,086
Other currency	644	552
Other non - financial assets, current	88,031	58,675
Argentine peso	—	—
Brazilian real	—	—
Chilean peso	68,643	29,968
Colombian peso	—	—
Euro	2,775	4,105
U.S. dollar	2,356	2,542
Peruvian sun	6,158	7,845
Other currency	8,099	14,215
Trade and other accounts receivable, current	212,571	214,599
Argentine peso	6,885	8,729
Brazilian real	3,012	198
Chilean peso	93,341	64,915
Colombian peso	1,918	1,562
Euro	65,264	96,438
U.S. dollar	7,364	7,503
Other currency	34,787	35,254

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	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
<u>Current assets</u>		
Accounts receivable from related entities, current	7	24
Chilean peso	7	24
Tax current assets	29,297	13,121
Chilean peso	2,407	2,035
Colombian peso	11,974	7,020
Peruvian sun	12,966	1,909
Other currency	1,950	2,157
Total current assets	1,170,583	916,475
Argentine peso	9,577	12,913
Brazilian real	45,270	4,727
Chilean peso	372,437	116,512
Colombian peso	36,829	20,738
Euro	88,389	116,264
U.S. Dollar	500,747	547,801
Other currency	117,334	97,520

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	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
<u>Non-current assets</u>		
Other financial assets, non-current	13,211	13,627
Brazilian real	3,417	2,989
Chilean peso	775	876
Euro	4,581	4,579
U.S. dollar	1,182	2,315
Other currency	3,256	2,868
Other non - financial assets, non-current	8,791	5,127
Brazilian real	6,771	5,058
Other currency	2,020	69
Accounts receivable, non-current	5,543	4,126
Chilean peso	5,543	4,126
Deferred tax assets	57	5,147
Colombian peso	—	5,112
Other currency	57	35
Total non-current assets	27,602	28,027
Brazilian real	10,188	8,047
Chilean peso	6,318	5,002
Colombian peso	—	5,112
Euro	4,581	4,579
U.S. dollar	1,182	2,315
Other currency	5,333	2,972

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The foreign currency detail of balances of monetary items in current liabilities and non-current is as follows:

Up to 90 days		91 days to 1 year	
As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
ThUS\$	ThUS\$	ThUS\$	ThUS\$

Current liabilities

Other financial liabilities, current	10,694	30,413	1,080	872
Chilean peso	4,552	1,621	974	747
Euro	3,712	26,191	14	6
U.S. dollar	2,162	2,131	—	—
Other currency	268	470	92	119
Trade and other accounts payables, current	837,459	817,925	9,010	8,639
Argentine peso	3,600	5,203	206	133
Brazilian real	1,429	13,237	649	765
Chilean peso	191,314	175,057	1,806	1,556
Euro	37,834	48,804	4	7
U.S. dollar	546,733	513,970	2,383	1,773
Peruvian sol	51,880	45,244	3,896	4,301
Mexican peso	2,735	1,890	—	—
Pound sterling	1,082	4,811	15	18
Uruguayan peso	612	1,253	4	5
Other currency	240	8,456	47	81
Accounts payable to related entities, current	5,482	7,520	—	—
U.S. dollar	5,482	7,520	—	—
Other provisions, current	6	10	8,427	14,161
Chilean peso	—	—	4	4
Other currency	6	10	8,423	14,157

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Up to 90 days		91 days to 1 year	
As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
ThUS\$	ThUS\$	ThUS\$	ThUS\$

Current liabilities

Other non-financial liabilities, current	99,444	11,031	5,652	5,330
Argentine peso	802	1,286	176	478
Chilean peso	94,046	3,916	2,832	2,688
Colombian peso	1,536	1,122	1,513	1,187
U.S. dollar	1,756	3,185	663	758
Other currency	1,304	1,522	468	219
Total current liabilities	953,085	866,899	24,169	29,002
Argentine peso	4,402	6,489	382	611
Brazilian real	1,429	13,237	649	765
Chilean peso	289,912	180,594	5,616	4,995
Colombian peso	1,536	1,122	1,513	1,187
Euro	41,546	74,995	18	13
U.S. dollar	556,133	526,806	3,046	2,531
Other currency	58,127	63,656	12,945	18,900

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	More than 1 to 3 years		More than 3 to 5 years		More than 5 years	
	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
<u>Non-current liabilities</u>						
Other financial liabilities,						
non-current	165,530	90,248	5,701	2,791	165,699	167,538
Chilean peso	39,139	33,318	5,654	2,749	164,600	166,495
Euro	115,122	43,861	47	42	1,099	1,043
U.S. dollar	10,122	12,217	—	—	—	—
Other currency	1,147	852	—	—	—	—
Accounts payable, non-						
current	23,144	22,407	—	—	—	—
Chilean peso	19,744	16,477	—	—	—	—
U.S. dollar	1,266	4,397	—	—	—	—
Other currency	2,134	1,533	—	—	—	—
Other provisions, non-						
current	59,075	44,993	—	—	—	—
Argentine peso	2,344	2,685	—	—	—	—
Brazilian real	50,948	37,227	—	—	—	—
Chilean peso	2,604	1,996	—	—	—	—
Colombian peso	135	330	—	—	—	—
Euro	3,001	2,653	—	—	—	—
U.S. dollar	43	102	—	—	—	—
Provisions for employees						
benefits, non-current	111,808	89,950	—	—	—	—
Chilean peso	107,187	82,804	—	—	—	—
U.S. dollar	4,621	7,146	—	—	—	—
Total non-current liabilities	359,557	247,598	5,701	2,791	165,699	167,538
Argentine peso	2,344	2,685	—	—	—	—
Brazilian real	50,948	37,227	—	—	—	—
Chilean peso	168,674	134,595	5,654	2,749	164,600	166,495
Colombian peso	135	330	—	—	—	—

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	As of December 31, 2025	As of December 31, 2024
	ThUS\$	ThUS\$
<u>General summary of foreign currency:</u>		
Total assets	1,198,185	944,502
Argentine peso	9,577	12,913
Brazilian real	55,458	12,774
Chilean peso	378,755	121,514
Colombian peso	36,829	25,850
Euro	92,970	120,843
U.S. dollar	501,929	550,116
Other currency	122,667	100,492
Total liabilities	1,508,211	1,313,828
Argentine peso	7,128	9,785
Brazilian real	53,026	51,229
Chilean peso	634,456	489,428
Colombian peso	3,184	2,639
Euro	160,833	122,607
U.S. dollar	575,231	553,199
Other currency	74,353	84,941
Net position		
Argentine peso	2,449	3,128
Brazilian real	2,432	(38,455)
Chilean peso	(255,701)	(367,914)
Colombian peso	33,645	23,211
Euro	(67,863)	(1,764)
U.S. dollar	(73,302)	(3,083)
Other currency	48,314	15,551

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NOTE 29 – EARNINGS PER SHARE

	For the year ended December 31,		
	2025	2024	2023
Basic earnings per share			
Income attributable to owners of the parent company (ThUS\$)	1,459,984	976,972	581,831
Weighted average number of shares, basic (*)	589,302,090,735	604,437,877,587	604,437,869,545
Basic earnings per share (US\$)	0.002477	0.001616	0.000963

	For the year ended December 31,		
	2025	2024	2023
Diluted earnings per share			
Income attributable to owners of the parent company (ThUS\$)	1,459,984	976,972	581,831
Weighted average number of shares, diluted (**)	589,306,002,483	604,441,789,335	604,441,789,335
Diluted earnings per share (US\$)	0.002477	0.001616	0.000963

(*) As of December 31, 2025, the number of weighted average basic shares considers 589,302,090,735 shares outstanding from January 1, 2025 to December 31, 2025. As of December 31, 2024, the number of weighted average basic shares considers 604,437,877,587 shares outstanding from January 1, 2024 to December 31, 2024. As of December 31, 2023, the weighted average basic shares considers 604,437,584,048 shares outstanding from January 1, 2023 to December 31, 2023. From January 10, 2023 to December 31, 2023, the number of shares outstanding increased due to the partial conversion of the Convertible Note H.

(**) As of December 31, 2025, the number of weighted average diluted shares considers 589,302,090,735 shares outstanding and 3,911,748 shares outstanding from January 1, 2025 until December 31, 2025, assuming the full conversion of the Convertibles Notes that were issued on the date of exit from Chapter 11. As of December 31, 2024, the number of weighted average diluted shares considers 604,437,877,587 shares from January 1, 2024 to December 31, 2024, and 3,911,748 shares outstanding from January 1 to December 31, 2024, assuming the full conversion of the convertible bonds that were issued on the date of exit from Chapter 11. As of December 31, 2023, the weighted average number of fully diluted shares considers 604,437,877,587 shares from January 1, 2023 to December 31, 2023, and 3,911,748 shares outstanding from January 1 to

December 31, 2023, assuming the full conversion of the convertible bonds that were issued on the date of exit from Chapter 11.

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NOTE 30 – CONTINGENCIES

I. Lawsuits

Company	Court	Case		Stage of trial	Amounts Committed
		Number	Origin		(*) ThUS\$
LATAM Airlines Group S.A. y Lan Cargo S.A.	Comisión Europea	–	Investigation of alleged infringements of cargo airlines, especially fuel surcharge. On December 26th, 2007, the General Directorate for Competition of the European Commission notified Lan Cargo S.A. and LATAM Airlines Group S.A. the instruction process against twenty-five cargo airlines, including Lan Cargo S.A., for alleged breaches of competition in the air cargo market in Europe, especially the alleged fixed fuel surcharge and freight.	On April 14th, 2008, the notification of the European Commission was replied. The appeal was filed on January 24, 2011. On May 11, 2015, we attended a hearing at which we petitioned for the vacation of the Decision based on discrepancies in the Decision between the operating section, which mentions four infringements (depending on the routes involved) but refers to Lan in only one of those four routes; and the ruling section (which mentions one single conjoint infraction). On November 9th, 2010, the General Directorate for Competition of the European Commission notified Lan Cargo S.A. and LATAM Airlines Group S.A. the imposition of a fine in the amount of ThUS\$9,670 (€8,220,000 Euros). This fine is being appealed by Lan Cargo S.A. and LATAM Airlines Group S.A. On December 16, 2015, the European Court of Justice revoked the Commission's decision because of discrepancies. The European Commission did not appeal the decision, but presented a new one on March 17, 2017 reiterating the imposition of the same fine on the eleven original airlines. The fine totals €776,465,000 Euros. It imposed the same fine as before on Lan Cargo and its parent, LATAM Airlines Group S.A., totaling €8.2 million Euros. On May 31, 2017 Lan Cargo S.A. and LATAM Airlines Group S.A. filed a petition with the General Court of the European Union seeking vacation of this decision. We presented our defense in December 2017. On July 12, 2019, we attended a hearing before the European Court of Justice to confirm our petition for vacation of judgment or otherwise, a reduction in the amount of the fine. On March 30, 2022, the European Court issued its ruling and lowered the amount of our fine from ThUS\$9,670 (€8,220,000 Euros) to ThUS\$2,638,000 (€2,244,000 Euros). This ruling was appealed by LAN Cargo S.A. and LATAM on June 9, 2022. The other eleven airlines also appealed the ruling affecting them. The European Commission responded to our appeal of September 7, 2022. Lan Cargo S.A. and LATAM answered the Commission's arguments on November 11, 2022. Finally, the European Commission	2,638

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Company	Court	Case Number	Origin	Stage of trial	Amounts Committed
					(*) ThUS\$

Lan Cargo S.A. LATAM Airlines Group S.A.	In the — Ovre y Romerike Distict Court (Norway) and Directie Juridische Zaken Afdeling Ceveil Recht (Netherlands)	0008285-5201614036105	Lawsuits filed against European airlines by users of freight services in private lawsuits as a result of the investigation into alleged breaches of competition of cargo airlines, especially against LATAM Airlines Group S.A. and York Cargo S.A., have been sued in court proceedings directly and/or in third party, based in England, Norway, the Netherlands and Germany, these claims were filed in England, Norway, the Netherlands and Germany, but is only ongoing in Norway.	Only the Norway claim is currently pending. The Norway case has been inactive since January 2014 (awaiting a final decision by the European Commission). However, out-of-court negotiations are being held and like in the case of the Netherlands, a preliminary agreement was reached at the end of 2025 with all the airlines involved, who have been forced to accept the withdrawal of their claims against LATAM and LAN CARGO after their previous claim was dismissed by the Court of New York during the Chapter 11 proceedings. Formalization of the withdrawal of their claims is pending in 2026 to close the case in Norway.	—
Aerolinhas Brasileiras S.A.	Justicia Federal.	0008285-5201614036105	This action is aimed at quashing a decision and petitioning for early protection in order to obtain a revocation of the penalty imposed by the Brazilian Competition Authority (CADE) in the investigation of cargo airlines alleged fair trade violations, in particular the fuel surcharge.	This action was filed by presenting a guaranty – policy – in order to suspend the effects of the CADE's decision regarding the payment of the following fines: (i) ABSA: ThUS\$10,438; (ii) Norberto Jochmann: ThUS\$201; (iii) Hernan Merino: ThUS\$102; (iv) Felipe Meyer:ThUS\$102. The action also deals with the affirmative obligation required by the CADE consisting of the duty to publish the condemnation in a widely circulating newspaper. This obligation had also been stayed by the court of federal justice in this process. Awaiting CADE's statement. ABSA began a judicial review in search of an additional reduction in the fine amount. In December 2018, the Justice Federal ruled negatively	10,721

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					Amounts Committed (*)
Company	Court	Case Number	Origin	Stage of trial	ThUS\$
Aerolinhas Brasileiras S.A.	Justicia Federal.	0001872-58.2014.4.003.6108	ABS A with a motion for preliminary injunction, was filed on February 28, 2014, in order to cancel tax debts of PIS, court (TRF3) made a decision to eliminate part of the CONFINS, IPI and II, debt and keep the other part (already owed by the connected with the Company, but which it has to pay only at the end of administrative the process: ThUS\$3,782 – R\$20,767,351.66 - probable y MUS\$8,507 – R\$46,707,331.63 - posible).	The statement was authenticated on January 29, 2016. A new insurance policy was submitted on March 30, 2016 with the change to the guarantee requested by PGFN. On 05/20/2016 the process was sent to PGFN, which was manifested on 06/03/2016. The Decision denied the company's request in the lawsuit. The debts of PIS, court (TRF3) made a decision to eliminate part of the CONFINS, IPI and II, debt and keep the other part (already owed by the connected with the Company, but which it has to pay only at the end of administrative the process: ThUS\$3,782 – R\$20,767,351.66 - probable y MUS\$8,507 – R\$46,707,331.63 - posible).	12,290
Tam Linhas Aéreas S.A.	Tribunal Regional Federal da 2a Região. Pas	2001.51.010.0253-0 On 12/23/2014, a judicial action filed by TAM Linhas Aéreas for the purpose of declaring the nonexistence of the relationship between the company (19515.721154/2014-71) and the Air Fund. (19515.002955/2009-12)	judicial action filed by TAM Linhas Aéreas for the purpose of declaring the nonexistence of the relationship between the company (19515.721154/2014-71) and the Air Fund. (19515.002955/2009-12)	Unfavorable court decision in first instance. Currently expecting the ruling on the appeal filed by the company. In order to suspend chargeability of Tax Credit a Guaranty Deposit to the Court was delivered for R\$ 260,223,373.10- original amount in 2012/2013, which currently equals ThUS\$104,649 (R\$574,527,021.43). The court decision requesting that the Expert make all clarifications requested by the parties in a period of 30 days was published on March 29, 2016. The plaintiffs' submitted a petition on June 21, 2016 requesting acceptance of the opinion of their consultant and an urgent ruling on the dispute. In January 2024, the Company received an unfavorable ruling and filed an appeal with the court in February 2024. No amount additional to the deposit that has already been made is required if this case is lost. A ruling is currently pending on the company's appeal.	81,948
Tam Linhas Aéreas S.A.	Secretaria da Receita Federal do Brasil.	0880.725950/2011-15	tax authorities by the company was rejected, which is why the voluntary appeal was filed. The case was assigned to the 1st Ordinary Group of Brazil's Administrative Council of Tax Appeals (CARF) on June 8, 2015. TAM's appeal was included in the CARF session held (PIS in Portuguese) August 25, 2016. On 10/07/2016, an agreement was published that generates an additional procedural stage in which the parties can present evidence and	The objection (manifestação de inconformidade) filed by the company was rejected, which is why the voluntary appeal was filed. The case was assigned to the 1st Ordinary Group of Brazil's Administrative Council of Tax Appeals (CARF) on June 8, 2015. TAM's appeal was included in the CARF session held (PIS in Portuguese) August 25, 2016. On 10/07/2016, an agreement was published that generates an additional procedural stage in which the parties can present evidence and	35,628

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Company	Court	Case		Stage of trial	Amounts Committed
		Number	Origin		(*) ThUS\$
TAM Linhas Aéreas S.A.	10 ^a Vara das Execuções Fiscais Federais de São Paulo	0061196-68.2016.4.03.6182	Tax Enforcement Lien No. 0020869-47.2017.4.03.6182 on Profit-Based Social Contributions from 2004 to 2007.	This tax enforcement was referred to the 10th Federal Jurisdiction on February 16, 2017. A petition reporting our request to submit collateral was recorded on April 18, 2017. In April 2025, a first-instance ruling was issued against LATAM Airlines Brasil. The Company filed an appeal on April 9, 2025.	33,655
TAM Linhas Aéreas S.A.	Secretaria de Receita Federal	5002912-29.2019.4.03.6100	TAM disputing the debit in the administrative proceeding	The lawsuit was assigned on February 28, 2019. A decision was rendered on March 1, 2019 stating that no guarantee was required. On 04/06/2020 TAM Linhas Aéreas S.A. had a favorable decision (sentence). The National Treasury filed an appeal. 16643.000085/2009-47, Today, we await the final decision. reported in previous notes, consisting of a notice demanding recovery of the Income and Social Assessment Tax on the net profit (SCL) resulting from the itemization of royalties and use of the TAM trademark.	9,977
TAM Linhas Aéreas S.A.	Delegacia de Receita Federal	0611.720852/2016-58	Import charge of the Contribution for the Financing of Social Security (COFINS) on an import.	There is no predictable decision date because it depends on the court of the government agency. On June 29, 2023, the company decided to propose a composition to the National Treasurer on payment of the debt, but with the legal deductions stipulated in Law 246/2022. the debt is paid. We are awaiting a response from the authority.	15,534
TAM Linhas Aéreas S.A.	Delegacia de Receita Federal	6692.721.936/2017-80	Revenue Service of Brazil issued a notice of violation because TAM applied for evidence and clarify certain positions. We are credits offsetting the contributions for the	An administrative defense was presented on May 29, 2018, which was partially in favor of the company. We filed an appeal which triggered an additional procedural stage in which the parties can present evidence and clarify certain positions. We are awaiting the outcome of this procedural step.	30,863

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Company	Court	Case		Stage of trial	Amounts Committed
		Number	Origin		(*) ThUS\$
TAM Linhas Aéreas S.A.	União Federal	2001.51.011-0/2014-00000000	Other airlines filed a recourse claim seeking a finding that there is no legal or tax basis to be released from collecting the Additional Airport Fee (“ATAERO”).	In 2001, the Company filed a court claim and in 2009, an initial decision was rendered partially in favor of the Company. In 2016, the Court dismissed the appeal by the plaintiffs. We filed new appeals before the STJ (Superior Court of Justice of Brazil) and STF (Supreme Federal Court of Brazil). Those appeals (special and extraordinary) were denied, so we filed another appeal, called Internal Appeal, on which a decision is pending. The amount is indeterminate because even though TAM is the plaintiff, if the ruling is against it, it could be ordered to pay a fee.	—
TAM Linhas Aéreas S.A.	Receita Federal do Brasil	19515-720-823/2018-11	Administrative claim against TAM to collect alleged differences in SAT payments for the periods 11/2013 to 12/2017.	A defense was presented on November 28, 2018. The Court of first instance dismissed the Company’s defense in August 2019. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) on September 17, 2019. The appeal filed by the company was denied on August 14, 2025. The company filed an appeal on September 18, 2025 that was dismissed. The company filed a new appeal on January 19, 2026. The company must await the resolution.	126,588
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.93883-2/2018-11	Decision denied the reallocation petition and did not equate the Social Security Tax credit declarations for the second quarter of 2011, which were determined to be in the non-cumulative system (proportionality of the PIS and COFINS credits).	An administrative defense was argued on March 19, 2019. The Court of first instance dismissed the Company’s defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	22,100
TAM Linhas Aéreas	Receita Federal	10880.93883-2/2018-11	Decision denied the reallocation petition and did not	An administrative defense was argued on March 19, 2019. The Court of first instance dismissed the Company’s defense in December 2020. The	16,343

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					Amounts Committed (*)
Company	Court	Case Number	Origin	Stage of trial	ThUS\$
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.938837/2018-410	137/2018-410 denied the reallocation of the Social Security Tax credit declarations for the fourth quarter of 2011, which were determined to be in the non-cumulative system. (proportionality of the PIS and COFINS credits).	An administrative defense was argued on March 19, 2019. The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	21,371
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.938838/2018-96	138/2018-96 denied the reallocation of the Social Security Tax credit declarations for the second quarter of 2012, which were determined to be in the non-cumulative system. (proportionality of the PIS and COFINS credits).	We presented our administrative defense. The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	13,852
LATAM Airlines Group Argentina, Brasil, Perú, Ecuador, y TAM Mercosur.de la ciudad de	Juzgado de 1° Instancia en lo Civil y Comercial Federal N° 11 de	1408/2017	Consumidores Libres Coop. Ltda. filed this claim on March 14, 2017 regarding a provision of services. It petitioned for the reimbursement of certain fees or the difference in fees charged to passengers who	Federal Commercial and Civil Trial Court No. 11 in the city of Buenos Aires. After 2 years of arguments on jurisdiction and competence, the claim was assigned to this court and an answer was filed on March 19, 2019. The Court ruled in favor of the defendants on March 26, 2021, denying the precautionary measure petitioned by the plaintiff. The plaintiff requested on several occasions the opening of the trial, which was rejected by the Court due to the lack of notification of previous resolutions. The interim ruling on receiving evidence was rendered	—

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*)
					ThUS\$
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10.880.938/2013-51	denied the petition for reassignment and did not equate the COFINS credit statements for the third quarter of 2012 that had been determined to be in the non-accumulative system. (proportionality of the PIS and COFINS credits).	We presented our administrative defense. The Court of first instance dismissed the Company's defense. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	15,800
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10.880.938/2013-51	denied the petition for reassignment and did not equate the COFINS credit statements for the third quarter of 2012 that had been determined to be in the non-accumulative system. (proportionality of the PIS and COFINS credits).	We presented our administrative defense. The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	14,513
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.938/2013-51	denied the petition for reassignment and did not equate the COFINS credit statements for the second quarter of 2012 that had been determined to be in the non-accumulative system. (proportionality of	We presented our administrative defense. The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	14,238

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*)
					ThUS\$
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910359/2017-911	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the third quarter of 2014, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	It is about the non-approved compensation of Cofins. Administrative defense submitted (Manifestação de Inconformidade). The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	12,502
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910347/2017-671	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the first quarter of 2013, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	We presented our administrative defense (Manifestação de Inconformidade). The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	14,380
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910353/2017-114	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the fourth quarter of 2013, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	We presented our administrative defense (Manifestação de Inconformidade). The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	13,940

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Company	Court	Case		Origin	Stage of trial	Amounts
		Number				Committed (*) ThUS\$
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910355/2017-11	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the first quarter of 2014, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	We presented our administrative defense (Manifestação de Inconformidade). The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	14,652	
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910360/2017-11	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the fourth quarter of 2014, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	We presented our administrative defense (Manifestação de Inconformidade). The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	12,895	
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910350/2017-11	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the third quarter of 2013, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	We presented our administrative defense (Manifestação de Inconformidade). The Court dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	14,843	

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*)
					ThUS\$
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910349/2017-56	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the second quarter of 2013, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	We presented our administrative defense (Manifestação de Inconformidade). The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	12,409
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	10880.910357/2017-61	Decision was rendered that refused the petition for reassignment and did not equate the COFINS credit declarations for the second quarter of 2014, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	We presented our administrative defense (Manifestação de Inconformidade). The Court of first instance dismissed the Company's defense in December 2020. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese) that is pending a decision.	11,767
TAM Linhas Aéreas S.A.	Receita Federal do Brasil	10840.722710/2020-05	Administrative trial that deals with the collection of PIS/ Cofins proportionality (fiscal year 2015).	TAM presented an administrative defense but the decision was unfavorable. The Company filed a voluntary appeal and in March 2025, the appeals court opened an additional procedural stage in which the parties can present evidence and clarify certain positions. Is pending the procedural process	35,198
TAM Linhas Aéreas S.A.	Receita Federal do Brasil	10880.978948/2019-86	Decision was rendered that refused the petition for reassignment and did not equate the	TAM filed its administrative defense on July 14, 2020. A decision is pending. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese). A decision was rendered in May 2025	19,216

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Company	Court	Case Number	Origin	Stage of trial	Amounts Committed
					(*) ThUS\$
TAM Linhas Aéreas S.A.	Receita Federal do Brasil	10880.978946/2019-97	Decision was rendered that refused the petition for appeal with the appellate administrative court reassignment and did not equate the that was partially in favor of the Company. The COFINS credit Public Prosecutor filed a special appeal. declarations for the third quarter of 2015, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	TAM filed its administrative defense on July 14, 2020 with an unfavorable decision. The Company filed an appeal with the appellate administrative court (CARF). A decision was rendered in September 2024	11,620
TAM Linhas Aéreas S.A.	Receita Federal do Brasil	10880.978944/2019-96	Decision was rendered that refused the petition for appeal with the appellate administrative court reassignment and did not equate the rendered in October 2024 that was partially in favor of the Company. The Company presented its defense declarations for the on August 11, 2025 and a decision is currently second quarter of pending. 2015, which meant the non-accumulative system (proportionality of the PIS and COFINS credits).	TAM filed its administrative defense on July 14, 2020 with an unfavorable decision. A decision is pending. The Company filed an appeal with the appellate administrative court (CARF). A decision was rendered in October 2024 that was partially in favor of the Company. The Company presented its defense declarations for the on August 11, 2025 and a decision is currently	12,300

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*) ThUS\$
Latam Airlines Group S.A	23° Juzgado Civil de Santiago	C-8498-2020	Class Action Lawsuit filed by the National Corporation of Consumers and Users (CONADECUS) against LATAM Airlines Group S.A. for alleged breaches of the Law on Consumer Rights due to flight cancellations caused by the COVID-19 Pandemic, requesting the nullity of possible abusive clauses, the imposition of fines and compensation for damages in defense of the collective interest of consumers. LATAM has hired specialist lawyers to undertake its defense.	On 06/25/2020 we were notified of the lawsuit. On 04/07/2020 we filed a motion for reversal against the ruling that declared the action filed by CONADECUS admissible, the decision is pending to date. On 07/11/2020 we requested the Court to comply with the suspension of this case, ruled by the 2nd Civil Court of Santiago, in recognition of the foreign reorganization procedure pursuant to Law No. 20,720, for the entire period that said proceeding of lasts, a request that was accepted by the Court. CONADECUS filed a remedy of reconsideration and an appeal against this resolution should the remedy of reconsideration be dismissed. The Court dismissed the reconsideration on August 3, 2020, but admitted the appeal. On March 1, 2023, the Court of Appeals resolved to omit the hearing of the case and the pronouncement regarding the appeal, in view of the fact that in January 2023 LATAM's request the end of the suspension of the process that was decreed by resolution of July 17, 2020 in case file C-8498-2020 of the 23rd Civil Court of Santiago, for which the file was sent to the first instance to continue processing. On November 24, 2023, the Court dismissed LATAM'S motion for reversal against the ruling that declared the action filed by CONADECUS admissible. Accordingly, on December 4, 2023, LATAM filed the statement of defense. A reconciliation hearing was held on March 27, 2024, but no agreement was reached. An interim decision on evidence was rendered on May 14, 2024, and on June 18th, the reconsideration of that resolution was denied, which began the evidentiary period. The parties were convened to hear a decision on May 27, 2025. The amount at the moment is undetermined.	—
TAM Linhas Aéreas S.A	Receita Federal de Brasil	13074.726429/2021-41	Administrative violation prepared for the COFINS request regarding taxable events presumably	TAM filed its administrative defense with an unfavorable decision. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese). A partial decision on the appeal by LATAM Airlines	20,367

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					Amounts Committed (*)
Company	Court	Case Number	Origin	Stage of trial	ThUS\$
TAM Linhas Aéreas S.A.	Receita Federal de Brasil	2007.34.00000919-3 (0009850-54.2007.4.00000000)	On March 3, 2007, the company filed a lawsuit review the incidence of the Social Security Contribution taxed on 1/3 of vacations, maternity payments and medical leave for an accident.	protesting a court order so that the impact of social security payments on funds would not be eliminated (social security payments are applicable to 1/3 of vacation time, salary during maternity leave and illness subsidies). The decision rendered on February 2, 2008 was against the company, so it filed an appeal. The Appellate Court issued a decision partially in favor of the company. A Special/ Extraordinary Remedy was filed that was stayed until the Court's decision – (Topic STF 985). The matter was partially decided in the Supreme Court's decision of June 2024 (STF) on the “leading case” of another company. After analyzing the decision by the Federal Supreme Court, LATAM Airlines Brazil confirmed that payments are owed for one-third of the vacation time from September 2020 to May 2024 and these amounts were deposited. The trial is expected to be completed.	72,027
TAM Linhas Aéreas S.A.	UNIÃO FEDERAL	0052711-8/2019-4 1998-4-01190-0	to collect a differentiated price from the Federal Union because of the disruption of the economic equilibrium in the concession agreements between 1988 and 1992. The indemnity, should the action prosper, cannot be estimated (Price Freeze).	The lawsuit began in 1993. In 1998, there was a decision favorable to TAM. The process reached the Court, and in 2019, the decision was against TAM. The company has appealed and a decision is pending.	—
TAM Linhas Aéreas S.A	Tribunal do Trabalho de São Paulo	1000115-9/2022-4 1002.0312-2	whereby the Air Transport Union is petitioning for payment of additional hazardous and	The action was considered partially valid. The parties filed an appeal. The appeals are pending referral to the Superior Labor Court for a decision.	566

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*) ThUS\$
TAM Linhas Aéreas S.A	Receita Federal	15746.728063/2022-00	an administrative claim regarding alleged irregularities in the payment of Technical Assistance (SAT) in 2018.	The trial court administrative defense has been presented and the ruling was adverse. The company filed an appeal that was referred to the Brazilian Federal Administrative Tax Court (CARF in Portuguese) for a ruling on December 4, 2024. One of the judges asked to analyze the case. In February 2025, after the proceedings returned to trial, an additional procedural stage was initiated in which the parties can present evidence and clarify certain positions. The procedural process by the Treasury is pending.	19,575
TAM Linhas Aéreas S.A	União Federal	1003320-78/2013.4.0613800	Regime de importação to discuss the debit of the administrative process	Distributed on January 19, 2023. The company obtained a precautionary measure suspending the collection without the need for a guarantee. The company obtained favorable decisions in the first and second instances, and the debt was canceled. The Treasury filed a Special Appeal and is awaiting trial.	22,120
TAM Linhas Aéreas S.A	União Federal	12585.720017/2012-84	Petition to recover a credit (proportional) in the 3rd quarter of 2010 under the Social Security Financing Contribution program (abbreviated as COFINS in Portuguese).	Administrative defense presented. The administrative defense was denied. The Company presented a Voluntary Appeal (CARF) which was denied. A special appeal was presented, which was partially favorable. Waiting for the “liquidação” decision to be finalized.	10,291
TAM Linhas Aéreas S.A	União Federal	10880-982183/2020-80	Petition to recover a credit (proportional) in the 4rd quarter of 2016 under the Social Security Financing Contribution program (abbreviated as COFINS in	An administrative defense was presented but was dismissed. The Company filed an Appeal to the Appellate Branch of the Internal Revenue Administrative Court (CARF in Portuguese). On September 17, 2024, an additional procedural stage was initiated to analyze overdue claims, allowing the parties to present evidence and clarify certain positions. This procedural step is pending.	10,377

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*)
					ThUS\$
TAM Linhas Aéreas S.A	União Federal	10880-967530/2022-49	Petition to recover a credit (proportional) in the 1rd quarter of 2018 under the Social Security Financing Contribution program (abbreviated as COFINS in Portuguese). (proportionality of the PIS and COFINS credits).	An administrative defense was presented. A decision is pending.	10,810
TAM Linhas Aéreas S.A	União Federal	10880-967532/2022-38	Petition to recover a credit (proportional) in the 2nd quarter of 2018 under the Social Security Financing Contribution program (abbreviated as COFINS in Portuguese). (proportionality of the PIS and COFINS credits).	An administrative defense was presented and a decision is pending.	11,611
TAM Linhas Aéreas S.A	União Federal	10880-967533/2022-82	Petition to recover a credit (proportional) in the 4rd quarter of 2018 under the Social Security Financing Contribution program (abbreviated as COFINS in Portuguese). (proportionality of the PIS and COFINS credits).	An administrative defense was presented and a decision is pending.	20,492

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*)
					ThUS\$
TAM Linhas Aéreas S.A	União Federal	19613.7256-50/2023-86	Violation prepared in the petition by the Social Integration Program (abbreviated as PIS in Portuguese) and by COFINS on taxable events allegedly occurring between May 2018 and December 2018. (proportionality of the PIS and COFINS credits).	An administrative defense was presented and a decision is pending.	14,295
LATAM Airlines Group S.A.	23° Juzgado Civil de Santiago	C-8156-2022	class action filed by CONADECUS against LATAM Airlines Group S.A. for alleged violations of the Consumer Protection Law because of the cancellation of tickets for international flights purchased through travel agencies. It petitioned for fines and damage indemnities to be imposed in defense of the collective and/or diffuse interest of consumers. LATAM has retained specialized legal counsel to defend it.		—
TAM Linhas Aéreas	União Federal	10880.967187/2022-48	about the unaccredited compensation/	The administrative defense has been presented and a decision is pending.	11,697

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*) ThUS\$
LATAM Airlines Group S.A.	Tribunal de Defensa de la Libre Competencia	NC-388-2011. NC-524-2023.	NC-388-2011. On August 11, 2023, the Civil Aviation Administration (“JAC,” abbreviated in Spanish) filed a petition for clarification with the Anti-Trust Court (“TDLC,” abbreviated in Spanish) regarding Condition VIII.4 of Decision #37/2011 on September 26, 2023, in relation to the terms of the future public tender of aviation frequencies on the Santiago-Lima route. The petition seeks to impose a temporary 5 years limitation on frequencies assigned by the JAC to LATAM Decision #37 issued.	On The TDLC accepted LATAM’s remedy of reconsideration on October 17, 2023 and amended its previous ruling and dismissed the JAC’s petition for clarification. On October 23, 2023, the JAC presented as an appeal to the Supreme Court requesting that the TDLC resolution be annulled and petitioned declared admissible the remedy of reconsideration. The Supreme Court unanimously dismissed the appeal against judgment by the JAC, LATAM opposed both actions of the JAC. There are no appeals pending in this case.	—
			In a separate but related process, JetSmart filed a non-contentious inquiry on September 26, 2023, in relation to the terms of the future public tender of aviation frequencies on the Santiago-Lima route. JetSmart requested an injunction to suspend the tender and maintain the aviation frequency assignments as currently held until the inquiry has been finalized. The TDLC declared the inquiry admissible after on October 2, 2023, but only to begin a procedure to determine whether the rules in the terms of the public aviation frequency tender violate Decree Law 211, and dismissed the request for provisional measures. JetSmart filed two remedies of reconsideration against the decision by the Antitrust Court on October 4, 2023. The JAC became a party to such motions on October 6, 2023 and LATAM became a party to the process on October 10, 2023, and it requested that the motions filed by JetSmart be dismissed. On October 16, 2023, the TDLC took into account the considerations presented by LATAM and rejected the two motions for reconsideration filed by JetSmart. On October 19, 2023 CONADECUS requested to of aviation become part of this process and requested the same frequencies on the injunction previously rejected twice by the TDLC. On October 23, 2023 LATAM submitted a brief to the TDLC requesting the rejection of saidinjunction now		

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					Amounts Committed
Company	Court	Case Number	Origin	Stage of trial	(*)
					ThUS\$

(Continues from the previous page)

On October 24, 2023, JetSmart once again requested that an injunction be issued regarding the public tender of aviation frequencies on the Santiago-Lima route. On October 30, 2023, LATAM filed a brief petitioning for the dismissal of the new precautionary measure petition of JetSmart. On November 2, 2023, the TDLC rejected the request for injunctions submitted by JetSmart and CONADECUS. On December 5, 2023, JetSmart complied with TDLC procedural order and published in the Chilean official newspaper a notice calling interested parties and stakeholders to submit information and opinions regarding JetSmart's inquiry. On December 21, 2023 the FNE requested to be an intervening party in the process and requested to extend the deadline to provide background information. The TDLC accepted the postponement, leaving the deadline for providing information as February 5, 2024. On February 1, 2024, LATAM submitted a brief to TDLC advocating for its position and providing background information regarding JetSmart's inquiry. The Office of the National Economic Prosecutor (FNE), the JAC, the National Consumer Service (SERNAC), Sky Airline and CONADECUS also provided information in January and February 2024. The Civil Aviation Board submitted a petition for clarification to the Antitrust Court on February 13, 2024, asking whether a tender could be convened of international frequencies on the Santiago-Lima Route that expire in 2024. LATAM filed a brief on February 15, 2024 stating that no matter needed to be clarified and that the petition should be dismissed. The Antitrust Court ruled against the Civil Aviation Board on February 15, 2024 because there were no obscure or doubtful aspects to clarify. On April 25, 2024, a tender was held for two Santiago-Lima frequencies and both were awarded to JetSmart. LATAM furnished the certificate of that tender to the Antitrust Court. On June 19, 2024, LATAM accompanied an economic report and observations to the report presented by JetSmart. On July 19, 2024, the JAC, JetSmart, LATAM and Sky presented additional

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*) ThUS\$
TAM Linhas Aéreas S.A.	União Federal	10880.9676112/2022-93	Petition to recover a credit Cofins in the 1rd quarter of 2019 (proportionality of the PIS and COFINS credits).	The administrative defense has been presented and a decision is pending.	11,626
TAM Linhas Aéreas S.A	UNIÃO FEDERAL	1012674-8/2018-4013490	Declaratory action for members to have the right to collect contributions in the payroll collectible on the basis of gross sales.	This claim was filed in 2018. In January 2020, a decision favorable to the Company was rendered so that contributions would be collected on the basis of gross income. The company recently learned that the Superior Courts are rendering decisions unfavorable to contributors. They have ruled against the contributor in a recent decision. In December/2023 the position was withdrawn.	—
LATAM Airlines Perú S.A.	Tribunal - Fiscal	Appeal N°4070350001313 2025 against Intendancy Resolution #4070140001797 served December 31, 2024, which declared the Company's remedy of claim unfounded. Decision Resolutions #0120030130232 and #0120030130245 were notified on December 22, 2022, as was Fine Resolution #0120020038314, 22, 2022 and Determination Resolution No. 2024.	On January 26, 2023, the Company filed an appeal against the determination and fine resolutions issued by SUNAT. Through Resolution of the Intendencia No. 4070340000928 dated December 19, 2023, SUNAT declared the appeal filed by the Company founded and, consequently, Determination Resolutions No. 012-003-0130232, No. 012-003-0130245 and Fine Resolution No. 012-002-0038314 are void. The audit area voided the objection to the Major Maintenance expense of approximately US\$63 million in the notice of Complementary Outcome of Request #0122220002363 dated September 4, 2024. However, it maintains the other objections. Decision Resolutions #0120030130232 and #0120030130245 were notified on September 16, 2024, as was Fine Resolution #0120020040024 because of a violation of Article 178.1 of the Tax Code. The Company filed a remedy of claim on October 23, 2024 against those resolutions, which was processed under Claim Docket #4070340001599. However, the National Customs and Tax Administration Commission (SUNAT in Spanish) decided, in Intendancy Resolution #4070140001797 notified December 31, 2024, to declare that the Company's remedy of claim	122,953	

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Company	Court	Case		Stage of trial	Amounts Committed
		Number	Origin		(*) ThUS\$
TAM Linhas Aéreas S.A	União Federal	10880-927871/2023-62	Recovery of Social Security Contributions (Cofins in Portuguese) from the first semester of 2020 (proportionally).	The administrative defense has been presented and a decision is pending.	13,404
TAM Linhas Aéreas	União Federal	19613.720519/2024-11	On January 7, 2024, the Brazilian Federal Tax Service issued a tax assessment against TAM Linhas Aéreas (19613.720519/2024-11) for the amount of \$47,104 (MBRL262,845) related to certain tax credits on “PIS COFINS” (Federal Social Contributions Taxed on Gross Income) during the 2019/2020 period.	The company filed an administrative response challenging the total amount of the tax assessment. The company received a partial decision on its defense on September 11, 2024. The company filed an appeal and is awaiting a decision on it.	55,042
LATAM Airlines Group S.A.	15° Juzgado Civil de Santiago	C-15990-2024	This is a class action filed by the National Consumers and Users Association (abbreviated as CONADECUS in Spanish) against LATAM Airlines Group S.A., LATAM filed a brief of answer to the claim on American Airlines, December 9, 2024. The conciliation hearing was held on February 19, 2025, but no agreement was reached. The interlocutory evidence hearing was issued on April 3, 2025, which was notified to LATAM on		—

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Company	Court	Case		Origin	Stage of trial	Amounts
		Number				Committed (*) ThUS\$
LATAM Airlines Brasil	Courts of the Sao Paulo, Rio Grande do Sul, Parana, Rio Grande do Norte, Santa Catarina, Ceará, Regional Labor Court of the 15ª Região and Federal Regional Court of the 4ª Região	Various roles listed in the fifth column	Lawsuits against the companies Voepass and LATAM Airlines Brasil for alleged liability in civil proceedings, filed by the families of the victims of the Flight 2283 plane crash. Claims were also filed against ANAC, the Brazilian civil aviation regulatory agency, and ATR (Avions de Transport Régional, an aircraft manufacturer) in cases and All these litigations are under insurance coverage.	Cases with a determined value of the cause and without an settlement approved by the Court: Thiago Cavalcanti Sartori and others (Rol 1031322-41.2025.8.26.0100), Gabriela Michel (Rol 5007465-09.2024.8.21.0087), Wilson dos Santos Silva and other (Rol 5002829-74.2025.4.04.7005), Éder Schulz, Marli Schulz and Valentina Siveris (Rol 4045612-10.2025.8.26.0100) and Rosana Barbosa Bartinik (Rol 0059347-06.2025.8.16.0021). Cases with an extrajudicially settlement approved by the Court regarding the compensation action: Luana dos Santos Bezerra Bounhe and others (Rol 1002928-30.2024.8.26.0659), Gabriel Michel (Rol 5004461-61.2024.8.21.0087), Armino Michel (Rol 5005103-34.2024.8.21.0087), Anna Maria Michel (Rol 5000075-51.2025.8.21.0087), Marcos Vinícius Santana and others (Rol 0012257-66.2024.5.15.0004), Maria Fernanda do Carmo (Rol 5002529-15.2025.4.04.7005), Svedo Pompilio Leonel Ferreira and others (Rol 0045785-61.2024.8.16.0021), Laura dos Reis Camilo and other (Rol 1182239-09.2024.8.26.0100), Aracy Ribeiro Moreira and others (Rol 1174718-13.2024.8.26.0100), Silvia Nicole Dantas Costa Maia and others (Rol 1003874-02.2024.8.26.0659), Livia Raquel de Souza Dutra and others (Rol 3036952-42.2024.8.06.0001), Fernanda Laice de Gois Nascimento Paula and others (Rol 0827620-90.2024.8.20.5106), Ana Lurdes de Souza and other (Rol 5000032-19.2025.8.24.0027), Naira Maria da Silva Gusson do Nascimento (Rol 1001368-42.2024.8.26.0695), Araceli Ciotti de Marins and others (Rol 0043796-20.2024.8.16.0021), Beatriz Alves Coca Navarro and others (Rol 1001217-87.2025.8.26.0292), Beatriz da Costa Silva (Rol 5002529-15.2025.4.04.7005) and in the proceedings brought by the relatives of Rosana Santos Xavier (Rol 1000691-14.2025.8.26.0198). Currently, there are no more cases with an undetermined case value and without an approved	—	

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					Amounts
Company	Court	Case		Stage of trial	Committed
		Number	Origin		(*)
					ThUS\$
LATAM Airlines Brasil	União Federal	17459.720028/2024-67	Notice of Infringement was received in which the business fund amortizations (agiotage) made in the 2019 and 2020 calendar years were rejected in the calculation of Business Income Tax (IRPJ in Portuguese) and the Social Assessment on Earnings (CSL in Portuguese).	An administrative defense has been presented. The company was notified of an unfavorable decision and it filed an Appeal on September 18, 2025.	25,672
TAM Linhas Aéreas S.A	Tribunal Laboral Regional da 10ª Região - TRT 10	0000582-07/2012-510-00/20	The union filed by the National Aeronautics Union seeking that the company reinstate employees dismissed for alleged discrimination after they opposed the company's proposed salary reduction.	The first instance court ruled that the union lacked standing and terminated the action. The union filed an appeal. The second instance court overturned the ruling and ordered the reopening of the investigation. Currently awaiting trial by the Supreme Court of Justice (TST).	14,541
TAM Linhas Aéreas S.A	União Federal	10880.722356/2014-52	Notice of infringement that seeks to require the company to submit the PIS and COFINS - 3rd quarter 2009 to 1st quarter 2011 (proportionality)	The company obtained a favorable decision in the first and second instance canceling the debt. The case must be closed.	11,389
ABSA Aerolinhas Brasileiras S.A	União Federal	1022008-37/2014-011-400	The company is seeking that the legal relationship binding the company to pay a	A decision rendered April 24, 2024 impeded the presentation of a guarantee by the company. The Treasury Service filed an appeal against that decision and the commencement of the court trial is now	11,291

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Company	Court	Case		Stage of trial	Amounts
		Number	Origin		Committed (*)
					ThUS\$
TAM	União	16327.9739	Permissão de uso	The Company presented its administrative defense on November 5, 2025 and is awaiting a decision.	10,341
Linhas	Federal		of the Cofins credit in		
Aéreas			the 3th quarter of		
S.A			2022 (proportionally).		

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In order to deal with any financial obligations arising from legal proceedings in effect at December 31, 2025, whether civil, tax, or labor, LATAM Airlines Group S.A. and Subsidiaries, has made provisions, which are included in Other non-current provisions that are disclosed in Note 20.

The Company has not disclosed the individual probability of success for each contingency in order to not negatively affect its outcome.

(*) The Company has reported the amounts involved only for the lawsuits for which a reliable estimation can be made of the financial impacts and of the possibility of any recovery, pursuant to Paragraph 86 of IAS 37 Provisions, Contingent Liabilities and Contingent Assets.

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II. The following table contains proceedings that were closed or changed to remote status during 2025, according to what was disclosed in the contingencies note of the corresponding financial statement:

Case		Number	Origin	Stage of trial	Status
Company	Court				
TAM Linhas Aéreas S.A.	Superior Tribunal de Justiça (STJ)	0042711-6/2007.8105-0001	Commercial representation contract signed directly with the company Gm Serviços Auxiliares de Transporte Aéreo Ltda. alleging the irregular closing of the contract, requesting payment of compensation.	The procedure before the Court of Appeal is pending. An agreement was made for the payment of US\$4,480 (R\$25,000,000.00). The payment in the agreement was made in full.	Disclosed in the Company's consolidated financial statements as of December 2024
LATAM Airlines Group S.A	Tribunal de Defesa de la Libre Competencia	445-2022 On	May 21, 2022, Agunsa filed a petition to TDLC for a preliminary preparatory measure of exhibition of documents in respect of Aerosan, Depocargo, Sociedad Concesionaria Nuevo Pudahuel and Fast Air in which Agunsa revealed was limited even further. On August 12th, claimed that it was impacted by alleged anti-competition practices on the import cargo warehousing market at the Arturo Merino Benitez International Airport.	Fast Air was served on June 9, 2022 and on June 13, 2022, it lodged opposition against this petition, which was partially sustained by the Antitrust Court (TDLC) on July 19, 2022, in which the new exhibition date was set as August 22nd (the original date set by the court was July 1, 2022). On July 25, 2022, Fast Air requested a reconsideration of this latter court decision and petitioned that the temporary scope of the exhibition be reduced. Fast Air's petition was sustained and the scope of the documents to be exhibited was limited even further. On August 12th, Fast Air petitioned that a new date and time be set for the exhibition hearing. The court granted this latter request on August 17th and set the exhibition date as August 31st. Fast Air appeared with 368 files and asked for confidentiality and/or secrecy of all of the information presented. The public versions have already been added to the case file as final versions. Aerosan began a separate, but related, non-contentious inquiry on April 20, 2023 before the Anti-Trust Court (abbreviated as TDLC in Spanish) petitioning that the TDLC decide whether the enforcement of Exempt Resolution #152 of the National Customs Bureau would violate Decree Law 211. Said Resolution #152 granted Agunsa permission to operate as a cargo warehouse at the North Warehouse facility. On January 10, 2024, the Public Hearing of the case was held. On July 15, 2024, the TDLC resolved that the resolution of the National Customs Bureau consulted by Aerosan did not violate Law Decree No. 211. For	Disclosed in the Company's consolidated financial statements as of December 2024

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III. Governmental Investigations.

1) LATAM Airlines Group S.A. received a resolution by the National Economic Prosecutor (FNE) on February 1, 2018 beginning Investigation 2484-18 on air cargo carriage. On August 29, 2023, the Office of the National Economic Prosecutor (FNE) decided to separate part of the information from such investigation and created a new Case #2729-23 relative to cargo carriage on charter flights from Santiago to Easter Island during the pandemic. The investigation under Case #2729-23 was archived and ended with no action taken by the FNE. An ordinary official letter was received in Case #2484-18 on August 28, 2023 in which the FNE requested further information from LATAM, the response to which was sent on September 27, 2023. An Official Ordinary Letter was received on October 14, 2024 in which the FNE requested additional information from LATAM. That letter was answered on November 4, 2024. The most recent activity in the investigation of Case #2484-18 is an Official Ordinary Letter dated November 21, 2024, which was answered in two parts: the first on December 6, 2024 and the second on December 11, 2024.

2) On October 13, 2020, the FNE gave notice that it had begun an investigation under Case #2630-2020 because of a claim about travel agency fees. On March 14, 2025, the FNE decided to separate this investigation and create a new Case #2797-25 on the implementation of New Distribution Capability (NDC) systems by airlines present in Chile. On July 18, 2025, investigation #2630-20 was archived without any action by the FNE. Regarding investigation file number 2797-25, LATAM received an official letter on December 9, 2025, which was answered on December 22. The most recent activity in investigation file number 2797-25 is an official letter received on January 15, 2026, the response to which is currently being prepared and is within the established deadlines.

3) LATAM Airlines Group S.A. received a resolution by the National Economic Prosecutor (FNE) on August 12, 2021 beginning Investigation N° 2669-21 on compliance with condition VII Res. N° 37/2011 from TDLC related to restrictions as to certain codeshare agreements. On October 2, 2023, the FNE decided to separate part of the information in such investigation. Case #2737-23 will be about the code share agreements between LATAM and Delta that LATAM petitioned be amended; and Case #2669-21 will be about the remaining code share agreements. In relation to the investigation with Role No. 2737-23, dated November 06, 2023, the FNE and LATAM reached an extrajudicial agreement in order to allow certain codeshare agreements between LATAM and Delta to be modified. On December, 7, 2023, TDLC approved the extrajudicial agreement reached by LATAM and the FNE. An Official Ordinary Letter was received on March 4, 2024 in the investigation in Case #2669-21 in which the FNE requested additional information from LATAM. That letter was answered on March 15, 2024. An Official Ordinary Letter was received on April 19, 2024 in which the FNE requested additional information from LATAM. That letter was answered on May 2, 2024. On December 11, 2024, LATAM received an Ordinary Official Letter in which the FNE requested additional information, which was answered by LATAM in two parts: the first dated December 26, 2024, and the second dated January 8, 2025. On April 8, 2025, LATAM received an official ordinary letter in which the FNE requested further information, which LATAM answered on May 7, 2025. The most recent activity in the

investigation under Case #2669-21 is an official ordinary letter dated June 9, 2025 that was answered on June 23, 2025. On September 3, 2025, the FNE again decided to disassemble part of the background information from investigation No. 2669-21, leaving Investigation No. 2824-25 for the investigation regarding codeshare agreements and other cooperation and coordination agreements between LATAM and third-party airlines and the competition conditions on routes connecting Chile with Oceania and Europe operated by LATAM. Regarding Investigation No. 2824-25, on September 8, 2025, LATAM received an Ordinary Letter in which the FNE requested background information, which was requested in two deliveries: the first was answered on September 16, 2025, and the second was answered on October 15, 2025. The most recent activity is an official letter sent by the Office of the National Economic Prosecutor (FNE in Spanish) on November 6, 2025 that was answered December 5, 2025.

4) The competition authority sent an inquiry [or request] to TAM Linhas Aéreas S.A. (LATAM Airlines Brasil) with the objective of obtaining information regarding certain pricing issues, which was received by the company on November 27, 2023. On December 29, 2023, CADE sent a new request to LATAM Airlines Brasil requesting more complete information, to which LATAM responded in parts, on February 16, 2024, March 11, 2024, March 22, 2024 and June 11, 2024. On February 25, 2025, the Administrative Council for Economic Defense (CADE in Portuguese) sent a new letter to LATAM Airlines Brazil requesting additional information on the pricing process, which LATAM answered on April 3, 2025. The investigation process remains open until December 22, 2025, that date can be modified by the authorities. LATAM Airlines Brasil is collaborating with the authority and remains committed to transparency and compliance with all applicable rules and regulations.

5) Brazilian consumer authorities sent three official letters to LATAM Airlines Brazil in August and September 2024 requesting information on the crash of a Voepass airplane. LATAM Airlines Brazil has a code-share agreement with

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Voepass. The company answered those letters properly by the deadline. The National Consumer Secretariat and the Consumer Defense Institute of the State of São Paulo (PROCON SP) decided to archive the procedure due to the sufficiency of the responses presented by the company. The procedures before the Consumer Defense Institute of the State of Paraná (PROCON PR) are still ongoing. LATAM Airlines Brazil also received an official letter from the Office of the Public Prosecutor on August 12, 2024, which it answered on August 27, 2024 (IC 0161.0001107/2024). On September 5, 2024, the Prosecutor's Office issued a decision to separate the procedure into three specific topics: (1) security matters, in which LATAM Airlines Brasil is not a party (IC 14.0156.0004310/2024); (2) consumer matters (IC 0161.0001000/2024), with two representations filed, already archived; and (3) compensation matters, It is also archived. Remote. By filing the main civil investigation (IC 0161.0001107/2024), the Public Prosecutor's Office determined the opening of (1) a new civil investigation to determine the collective moral damages (LATAM Airlines Brasil has not yet been notified of the opening of this procedure) and (2) an administrative process to accompany the payment of compensation under PR 22883 (LATAM Airlines Brasil has not yet been notified of the opening of this procedure). Possible. On January 17, 2025, the Public Defender's Office of Paraná reported the opening of an administrative process to determine the collective moral damages. LATAM Airlines Brasil has been notified of the opening of the process, but, to date, no additional information has been requested from the company. Possible. On March 11, 2025, PROCON SP sent a letter to LATAM Airlines Brasil requesting information on metrics and measures taken to serve customers following the suspension of Voepass operations by the National Civil Aviation Agency (ANAC). The response was submitted on March 18, 2025. Possible. On March 12, 2025, the Consumer Protection Institute of Juiz de Fora (Minas Gerais State) announced the opening of an administrative proceeding, also seeking information on customer service following the suspension of Voepass operations. The response was submitted on March 19, 2025. On May 6, 2025, the Office of the Federal Prosecutor sent an official letter to LATAM Airlines Brazil requesting clarification of a claim filed by a consumer, especially in relation to the delays in Voepass flights and aircraft conditions. The company answered that letter on June 5, 2025. The procedure was later quashed since Voepass' authorization to sell flights was definitively revoked by the National Civil Aviation Agency (ANAC in Spanish).

IV. The Supreme Federal Court (STF) of Brazil, in the judicial proceeding of General Impact Issue 1417 (single judicial process 0834466-97.2024.8.19.0209), and without prejudice to the fact that the STF will rule on this case in the future and issue a final judgment based on its merits, it has already issued the two following rulings in said proceeding:

- 1) On August 23, 2025, it determined that the final judgment of this judicial proceeding will be applicable to all proceedings of similar facts in Brazil (recognition of general impact); and
- 2) On November 26, 2025, the STF partially suspended the ongoing judicial proceedings on a national level in Brazil, in the civil-consumer area, that address the liability of airlines for flight delays or cancellations caused by unforeseen events or force majeure and compensation for moral damages.

Although LATAM Airlines Brazil has already suspended nearly 10,000 cases to date, it expects this number of suspensions to continue growing.

The provisions for all proceedings remain in place until a final ruling is issued in each case.

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NOTE 31 - COMMITMENTS

(a) Commitments arising from loans

In relation to certain contracts committed by the Company for the financing of the Boeing 777 aircraft, which are guaranteed by the Export – Import Bank of the United States of America, limits have been established for some financial indicators of LATAM Airlines Group S.A. on a consolidated basis. Under no circumstance does non-compliance with these limits generate loan acceleration.

The Company and its subsidiaries do not have credit agreements that impose limits on financial indicators of the Company or its subsidiaries, with the exception of those detailed below:

On July 15, 2024, LATAM Airlines Group S.A., acting through its Florida branch, amended, increased and extended the 2022 revolving credit facility (“Exit RCF”) from US\$500 million to US\$750 million with a consortium of nine banks led by JP Morgan Chase Bank, N.A. As of December 31, 2025, this credit facility is undrawn and fully available. Additionally, LATAM Airlines Group S.A., together with Professional Airline Services Inc., a Florida corporation and wholly owned subsidiary of LATAM Airlines Group S.A., issued: (i) on October 12, 2022, as amended on November 3, 2022, a five-year loan (“Term Loan B”) for US\$1.1 billion (on October 15, 2024, this loan was fully repaid), (ii) on October 18, 2022, senior secured notes at 13.375% maturing in 2027 (“2027 Notes”) for a total principal amount of US\$450 million (on October 15, 2024, this loan was fully repaid), and (iii) on October 18, 2022, senior secured notes at 13.375% maturing in 2029 (“2029 Notes,” together with the 2027 Notes, the “Notes”) for a total principal amount of US\$700 million (on July 7, 2025, this loan was fully repaid). The Exit RCF, the Term Loan B, and the Notes (collectively, the “Exit Financing”) share the same intangible collateral, consisting primarily of the FFP business (LATAM Pass loyalty program), the cargo business, certain slots, gates, and routes, as well as intellectual property and LATAM trademarks. The Exit Financing contains certain covenants that limit the ability of the Company and its subsidiaries to, among other things, make certain types of restricted payments, incur debt or liens, merge or consolidate with others, dispose of assets, enter into certain affiliate transactions, engage in certain business activities, or make certain investments. Additionally, the agreements include a minimum liquidity covenant requiring the Company to maintain a minimum liquidity level, measured at the consolidated level of the Company (LATAM Airlines Group S.A.), of US\$750 million.

On July 15, 2024, LATAM Airlines Group S.A., acting through its Florida branch, amended, increased and extended the 2016 revolving credit facility (“RCF”) with a consortium of nine financial institutions led by Citibank, N.A., guaranteed by aircraft, engines and spare parts for a total committed amount from US\$600 million to US\$800 million. The RCF includes restrictions of minimum liquidity measured at the consolidated Company level

(with a minimum level of US\$750 million) and measured individually for LATAM Airlines Group S.A. and TAM Linhas Aéreas S.A. (with a minimum level of US\$400 million). Compliance with these restrictions is a prerequisite for drawing under the line; if the line is used, compliance with said restrictions must be reported periodically, and non-compliance with these restrictions may trigger an acceleration of the loan. As of December 31, 2025, this line of credit is undrawn and fully available.

On November 3, 2022, LATAM Airlines Group S.A., acting through its Florida branch, entered into a five-year loan agreement (“Spare Engine Facility”) with, among other institutions, Crédit Agricole Corporate and Investment Bank, acting through its New York branch as loan agent, secured by spare engines for a principal amount of US\$275 million. As of November 4, 2024, this loan was fully repaid. The loan included minimum liquidity covenants measured at the consolidated level of the Company (with a minimum level of US\$750 million) and individually for LATAM Airlines Group S.A. and TAM Linhas Aéreas S.A. (with a minimum combined level of US\$400 million).

On October 15, 2024, LATAM Airlines Group S.A. received the funds from its issuance of secured bonds at 7.875% maturing in 2030 (“2030 Notes,” together with the 2029 Notes, the “Notes”) for a total principal amount of US\$1.4 billion. The Exit RCF and the Notes share the same intangible collateral, consisting primarily of the FFP business (LATAM Pass loyalty program), the cargo business, certain slots, gates, and routes, as well as intellectual property and LATAM trademarks. Additionally, the agreements include a minimum liquidity covenant requiring the Company to maintain a minimum liquidity level, measured at the consolidated level of the Company (LATAM Airlines Group S.A.), of US\$750 million. The funds received were used to repay the Term Loan B and part of the 2027 Notes.

On November 4, 2024, LATAM Airlines Group S.A., acting through its Florida branch, entered into a new four-year revolving credit facility, secured by spare engines (“Spare Engine Facility”), with, among other institutions, Crédit

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Agricole Corporate and Investment Bank as loan agent, for a total amount of US\$300 million, of which US\$275 million was drawn on the same day, leaving US\$25 million available for the Company when required. The loan included minimum liquidity covenants measured at the consolidated level of the Company (with a minimum level of US\$750 million) and individually for LATAM Airlines Group S.A. and TAM Linhas Aéreas S.A. (with a combined minimum level of US\$400 million). The funds received were used to fully repay the previous spare engine financing. Finally, this issuance was linked to sustainability (“Sustainability-Linked”), which entails a commitment to reducing CO2 emissions intensity from March 2025 until the maturity of the facility. Compliance or non-compliance with these targets does not result in acceleration of the credit but instead applies a reward or penalty, respectively, on the interest rate.

On July 7, 2025, LATAM Airlines Group S.A. received the funds from its issuance of secured bonds at 7.625% maturing in 2031 (“2031 Notes,” together with the 2030 Notes, the “Notes”) for a total principal amount of US\$800 million. The Exit RCF and the Notes share the same intangible collateral, which was amended respect to Exit Financing, and consists primarily of the FFP business (LATAM Pass loyalty program), as well as certain intellectual property and LATAM trademarks. Additionally, the agreements include a minimum liquidity covenant requiring the Company to maintain a minimum liquidity level, measured at the consolidated level of the Company (LATAM Airlines Group S.A.), of US\$750 million. The funds received were completely used to repay the 2029 Notes.

As of December 31, 2025, the Company complies with the aforementioned minimum liquidity covenants.

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b) Other commitments

As of December 31, 2025, the Company maintains valid letters of credit, guarantee notes and guarantee insurance policies, according to the following detail:

Creditor Guarantee	Debtor	Quantity	Type	Value ThUS\$	Release Date
SUPERINTENDENCIA NACIONAL DE ADUANAS Y DE ADMINISTRACION TRIBUTARIA	LATAM Airlines Perú S.A.	62	Letter of Credit	303,187	Jan 10, 2026
SÉTIMA TURMA DO TRIBUNAL REGIONAL FEDERAL DA 1ª REGIÃO - PROCEDIMENTO COMUM CÍVEL - DECEA - 0012177-54.2016.4.01.3400	TAM Linhas Aereas S.A. / ABSA Aerolinhas Brasileiras S.A.	1	Guarantee Insurance	56,079	Apr 20, 2028
UNIÃO FEDERAL - PGFN	TAM Linhas Aereas S.A. / ABSA Aerolinhas Brasileiras S.A.	22	Guarantee Insurance	179,813	May 19, 2026
TRIBUNAL DEJUSTIÇADOESTADODABAHIA	TAM Linhas Aereas S.A.	1	Guarantee Insurance	5,384	Jun 27, 2029
VARA DAS EXECUÇÕES FISCAIS ESTADUAIS DE SÃO PAULO - FORO DAS EXECUÇÕES FISCAIS DE SÃO PAULO	TAM Linhas Aereas S.A.	1	Guarantee Insurance	8,489	Apr 15, 2028
AMERICAN ALTERNATIVE INS. CO. C/O ROANOKE INS. GROUP INC	LATAM Airlines Group S.A.	11	Letter of Credit	7,452	Feb 3, 2026
TRIBUNAL DE JUSTIÇA DO ESTADO DE SÃO PAULO	ABSA Aerolinhas Brasileiras S.A.	2	Guarantee Insurance	6,879	Dec 31, 1999
1º VARA DE EXECUÇÕES FISCAIS E DE CRIMES CONTRA A ORDEM TRIB DA COM DE FORTALEZA	TAM Linhas Aereas S.A.	1	Guarantee Insurance	3,091	Dec 31, 1999
ARQUITETURA DE PROTEÇÃO E DEFESA DO CONSUMIDOR DO ESTADO DO RJ	TAM Linhas Aereas S.A.	1	Guarantee Insurance	1,469	Dec 31, 1999
AENA AEROPUERTOS S.A	TAM Linhas Aereas S.A.	2	Guarantee Insurance	2,270	Sep 10, 2026
JFK INTERNATIONAL AIR TERMINAL LLC	LATAM Airlines Group S.A.	2	Letter of Credit	3,600	Jan 27, 2026
METROPOLITAN DADE CONTY (MIAMI - DADE AVIATION DEPARTMENT)	LATAM Airlines Group S.A.	5	Letter of Credit	932	Mar 13, 2026
SOCIEDAD CONCESIONARIA NUEVO PUDAHUEL S.A.	LATAM Airlines Group S.A.	16	Letter of Credit	2,067	Mar 31, 2026
FUNDACAO DE PROTECAO E DEFESA DO CONSUMIDOR PROCON	TAM Linhas Aereas S.A.	11	Guarantee Insurance	20,669	Feb 10, 2026
BOND SAFEGUARD INSURANCE COMPANY	692 / 715 TAM Linhas Aereas S.A.	2	Guarantee Insurance	5,400	Jul 20, 2026

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Creditor Guarantee	Debtor	Quantity	Type	Value ThUS\$	Release Date
DISTRITO FEDERAL	TAM Linhas Aereas S.A.	1	Guarantee Insurance	1,308	Jul 1, 2030
JFK International Air Terminal LLC	TAM Linhas Aereas S.A.	1	Guarantee Insurance	1,300	Jun 4, 2026
ANA AEROPORTOS PORTUGAL	TAM Linhas Aereas S.A.	1	Guarantee Insurance	1,139	Oct 31, 2026
AENA AEROPUERTOS S.A	LATAM Airlines Group S.A.	3	Letter of Credit	2,835	Nov 15, 2026
CORPAC S.A.	LATAM Airlines Perú S.A.	25	Letter of Credit	5,788	Jan 31, 2026
CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS	LATAM Airlines Group S.A.	7	Letter of Credit	1,616	Feb 6, 2026
SYDNEY AIRPORT CORPORATION LIMITED	LATAM Airlines Group S.A.	1	Letter of Credit	1,120	Jul 16, 2026
Total				635,405	

Letters of credit related to right-of-use assets are included in Note 16 Property, plant and equipment letter (d) Additional information Property, plant and equipment, in numeral (i) Property, plant and equipment delivered as collateral.

NOTE 32 - TRANSACTIONS WITH RELATED PARTIES

(a) Details of transactions with related parties as follows:

						For the year ended December 31,		
		Nature of relationship	Country	Nature of related parties				
Tax No.	Related party	with related parties	of origin	transactions	Currency	2025	2024	2023
						ThUS\$	ThUS\$	ThUS\$
Inversiones Costa Verde								
96.810.370-9	S.A.	Related director	Chile	Tickets sales	CLP	30	142	124
Costa Verde Portfolio								
76.115.378-1	S.A.	Related director	Chile	Tickets sales	CLP	121	—	—
76.183.853-9	Costa Verde	Related director	Chile	Tickets sales	CLP			
	Inversiones							
	Financieras S.A.					—	16	—
Inversora Aeronáutica								
Foreign	Argentina S.A.	Related director	Argentina	Real estate leases received	ARS	—	(5)	(59)
				Expense recovery	ARS	—	—	3
Foreign	Qatar Airways	Indirect shareholder	Qatar	Interlineal received service	US\$	(28,560)	(22,863)	(22,107)
				Interlineal provided service	US\$	27,867	32,092	31,020
				Services received of handling	US\$	(225)	(88)	(252)
				Services provided of handling	US\$	2,480	1,058	—
				Services received miles	US\$	(2,150)	(10,103)	(4,657)
				Services provided miles	US\$	3,679	2,783	1,683
				Services provided maintenance	BRL	681	776	—
				Services received VIP lounge	US\$	(4)	—	—
				Services provided VIP lounge	US\$	622	—	—
				Services provided / received others	US\$	—	—	1,424
Foreign	Delta Air Lines, Inc.	Shareholder	U.S.A	Interlineal received service	US\$	(342,254)	(319,499)	(144,239)
				Interlineal provided service	US\$	211,082	213,153	127,145
				Services received of handling	US\$	(21,679)	(7,058)	(3,657)
				Services received miles	US\$	(12,858)	(15,795)	(11,069)
				Services provided miles	US\$	9,567	8,335	7,328
				Services provided maintenance	US\$	1,799	995	—
				Services provided maintenance	BRL	914	—	—
				Joint venture	US\$	(10,000)	(10,000)	(10,000)

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Tax No.	Related party	Nature of relationship with related parties	Country of origin	Nature of related parties transactions	Currency	For the year ended December 31,		
Tax No.	Related party	Nature of relationship with related parties	Country of origin	Nature of related parties transactions	Currency	2025	2024	2023
				Real estates leases provided	US\$	163	155	86
				Services received VIP lounge	US\$	(100)	—	—
				Services provided VIP lounge	US\$	2,015	1,756	640
				Services received consulting and professional	US\$	(1,890)	(22)	—
				Tickets sales	US\$	42	—	—
				Services provided / received others	US\$	—		344

The balances corresponding to Accounts receivable and accounts payable to related entities are disclosed in Note 9.

Transactions between related parties have been carried out under market conditions and duly informed.

(b) Board members, Chief Executives and Senior Directors compensation

The Company has defined for these purposes that key management personnel are the executives who define the Company's policies and macro guidelines and who directly affect the results of the business, considering the levels of Board members, Chief Executives and Senior Directors.

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Remuneration	12,751	12,354	12,815
Board compensation	1,306	1,786	1,429
Non-monetary benefits	99	423	606
Short-term benefits	55,362	17,483	13,604
Termination benefits (*)	—	1,341	59
Total	69,518	33,387	28,513

In accordance with current legislation, the Ordinary Shareholders' Meeting held on March 24, 2025, determined the amount of the annual remuneration for the Board for the period from that date until the next Ordinary Shareholders' Meeting scheduled to take place within the first quarter of 2025. In this context, in addition to the base remuneration, an additional remuneration was approved for each Board member, with an incremental amount based on the following criteria:

(1) For the period between March 25, 2025 and the date of the next ordinary shareholders' meeting to be held within the first four months of 2026, each Director will be entitled to receive an additional amount to the base remuneration, equivalent to 9,226,234 units of remuneration or "URAs."

(2) Likewise, each Director who becomes part of the Board Committee will also receive, as additional compensation, a variable amount equivalent to an additional one-third (1/3) calculated on the incremental remuneration that the respective Committee member is entitled to as a Director, in accordance with the resolution of the Ordinary Shareholders' Meeting.

For payment purposes, the value of each URA will be considered as referentially equivalent to the price of a company's share. Consequently, URAs will be paid at the weighted average price of stock market transactions of the company's shares during the 10 business days preceding the effective date ("Weighted Average Price"). For the calculation of the Weighted Average Price, transactions on national stock exchanges, as well as in those nationally recognized foreign stock exchanges where LATAM American Depositary Shares are listed.

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The amounts paid for this concept, in accordance with the above, are:

	Paid during the period ended at December		
	31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
URAs Directors	345	763	481
URAs Board Committee	38	85	53
Total	383	848	534

NOTE 33 - SHARE-BASED PAYMENTS

(a) LP3 compensation plans (2020-2023)

The Company implemented a program for a group of executives, which existed until March 2023, with a demand period between October 2020 and March 2023, where the collection percentage was annual and cumulative. The methodology is an estimate of the number of units, where a goal of the value of the action is set.

The benefit is vested if the target of the share price defined in each year is met. In case the benefit accumulates up to the last year the total benefit is doubled (in case the share price is achieved).

This Compensation Plan was finally not executed because the share price required for its collection is below the initial target.

(b) CIP (Corporate Incentive Plan)

As indicated in Note 22, in the context of the exit from Chapter 11 Proceedings, the Company implemented a talent retention program for the Company's employees, which is divided into three categories. The first one (i.e., Non-Executive Employees) simply contemplates guaranteed payments in cash to the respective employees on certain dates depending on the country where the employee is hired. On the other hand, the remaining two categories (i.e., Non-GEM Executives and GEM Executives) contemplated the granting of synthetic units of remuneration (the "Units") that, by reference, are considered as equivalent to the price of one share of LATAM Airlines Group S.A. and consequently, in case they become effective, grant the worker the right to receive the payment in cash that results

from multiplying the number of Units that are pay for the value per share of LATAM Airlines Group S.A. that must be considered in accordance with the CIP.

Below are more details of these two categories.

Non-GEM Executives

The first subprogram applies to senior executives not part of the GEM (Global Executive Meeting - Senior Managers, Managers, Deputy Managers). In this context, this program contemplates two different bonuses: (1) a retention bonus, consisting of the amount in money resulting from Units that are assigned to the respective employee and these Units being paid 20% on month 15 and 80% at month 24, in each case, counted from Exit date from the Chapter 11 Procedure (i.e., November 3, 2022) (the "Exit Date"). This is consequently, a guaranteed payment for these employees; and (2) a bonus associated to the performance defined on based on the compliance of certain financial indicators of LATAM Airlines Group S.A. and its subsidiaries, which is reflected in Note 19(b), becoming effective 20% at month 15 and 80% at month 24, in each case, from the Exit Date. Consequently, this is a temporary payment that is only made if these indicators are met.

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GEM Executives

Applies to senior executives of the Company who are part of the GEM (CEO and employees whose job description is "vice presidents" or "directors"). Employees that participating in this program are eligible to receive cash payments for Units. These Units are as follows:

1. "RSUs" (Retention Shares Units): That is, Units associated with the employee's permanence in the Company, and consequently, are associated with the passage of time. In its totality, the CIP contemplates up to 3,107,603,293 RSUs which are made effective by partialities in the terms indicated below.

As a general rule, RSUs will be eligible to become effective at the rate of one third on each of the following dates: month 24, month 36 and month 42, in each case, counted from the Exit Date. The mentioned above, subject to the occurrence of a trigger event related to the volume of transactions of securities issued by LATAM Airlines Group S.A. in the terms contemplated in the CIP (hereinafter, a "VTE" – Volume Triggering Event). The number of RSUs actually paid will be determined based on the net resources accumulated as a result of a VTE on the respective determination date (hereinafter, this adjustment will be referred to as the "Pro Rata Factor").

Notwithstanding the mentioned above, the CIP also contemplates a "Minimum Guaranteed Vesting" according to which, the percentage of RSUs indicated below will be effective on each date indicated, even if a VTE has not occurred. The foregoing, net of the RSUs that may eventually have become effective previously.

Minimum Guaranteed Vesting of RSUs

	Percentage of Units that become effective
Month 30 from Exit Date	20 %
Month 42 from Exit Date	30 %
Month 60 from Exit Date	50 %

2. "PSUs" (Performance Shares Units): That is, Units associated with both the employee's permanence in the Company and the performance of LATAM Airlines Group S.A. measured according to the share price. Consequently, like RSUs, these Units are associated with the passage of time. However, PSUs also consider the market value of the share of LATAM Airlines Group S.A. considering a liquid market. However, as long as there is

no such liquid market, the share price will be determined on the basis of representative transactions. In its totality, the CIP contemplates up to 4,251,780,158 PSUs which are made effective by partialities in the terms indicated below.

As a general rule, PSUs will be eligible to become effective at the rate of one third on each of the following dates: month 24, month 36 and month 42, in each case, counted from the Exit Date. The foregoing, subject to (i) a VTE having occurred; and (ii) that the quotient (hereinafter, the "Net Price/ERO (Equity Rights offering) Quotient") between the net price of sales originating in a VTE, divided by the price of share at which the shares issued were placed under the capital increase agreed at the extraordinary shareholders' meeting of LATAM Airlines Group S.A. dated July 5, 2022 (that is, US\$ 0.01083865799), is greater than 150%. The number of PSUs that actually becomes effective will be determined according to the Factor Pro Rata and the Quotient Net Price/ERO Price).

From the above it flows that the PSUs constitute an eventual and not guaranteed payment.

In addition, some of the GEM Executives will also be entitled to receive a fixed and guaranteed payment in cash ("MPP" – Management Protection Plan) on certain dates under the Plan, at the rate of 33% in the month 18, 34% in the month 24 and 33% in the 30th month, all from the Exit Date. On the other hand, those employees who are eligible for this MPP will also be eligible for a limited number of additional RSUs ("MPP Based RSUs"). In its totality, the CIP includes 1,438,926,658 MPP based RSUs. As a general rule, MPP Based RSUs will be eligible to become effective on the same terms and conditions as RSUs; however, they will be eligible to become effective at a rate of one third on each of the following dates: month 18, month 24 and month 30, in each case, from the Exit Date. The valuation of these Units will be equivalent to the value of the Company's share less the ERO Price at the time they become effective.

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In all cases, the respective employees must have remained as such in the Company at the corresponding accrual date to qualify for these benefits.

Given the characteristics of this program, it has been recorded in accordance with the provisions of IFRS 2 "Share-based payments" and has been considered as a "cash settlement award" and, therefore, recorded at fair value as a liability that is part of the items Trade and other accounts payables and Provisions for employee benefits, non-current, which is updated at the closing date of each financial statement with effect on profit or loss for the period and classified in the line "Administrative expenses" of the Consolidated Statement of Income by function.

The fair value has been determined on the basis of the current share price and the best estimate of the future value of the Company's share, multiplied by the number of underlying units granted. This estimate was made based on the Company's Business Plan and its main indicators such as EBITDAR, adjusted net debt.

The movement of units as of December 31, 2024 and December 31, 2025 , is as follows:

	Opening balance as of 01.01.2024	Granted during the period	Exercised during the period	Forfeited during the period	Closing balance as of December 31, 2024	Vested
RSU - Retention	2,986,456,933	35,468,268	(692,032,415)	(91,282,871)	2,238,609,915	—
PSU - Performance	4,009,588,067	42,034,943	—	(89,352,930)	3,962,270,080	—
MPP BASED RSU -						
Protection	1,246,879,413	—	—	(60,388,760)	1,186,490,653	—
Total	8,242,924,413	77,503,211	(692,032,415)	(241,024,561)	7,387,370,648	—

	Opening balance as of 01.01.2025	Granted during the period	Exercised during the period	Forfeited during the period	Closing balance as of December 31, 2025	Vested
RSU - Retention	2,238,609,915	79,870,832	(916,489,597)	—	1,401,991,150	—
PSU - Performance	3,962,270,080	162,161,992	(644,513,471)	—	3,479,918,601	—
MPP BASED RSU -						
Protection	1,186,490,653	—	(593,245,326)	—	593,245,327	—
Total	7,387,370,648	242,032,824	(2,154,248,394)	—	5,475,155,078	—

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NOTE 34 - STATEMENT OF CASH FLOWS

- (a) The Company has carried out the following transactions with non-monetary impact transactions mainly related to financial lease and lease liabilities, which are described in Note 18 Other financial liabilities.
- (b) Other inflows (outflows) of cash:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Restricted Advances	—	—	20,572
Bank commissions, taxes paid and other	(7,129)	(3,355)	(2,173)
Taxes on financial transactions	(12,136)	(10,563)	(6,803)
Guarantees	1,371	73,074	4,406
Judicial deposits	7,761	54,356	(16,349)
Fuel derivatives and currency	6,268	31,853	30,413
Derivative margin guarantees	466	10,902	(2,559)
Payment for derivatives premiums	(44,485)	(43,902)	(47,853)
Insurance recovery	—	9,788	—
Total Other inflows (outflows) Operation activities	(47,884)	122,153	(20,346)
Recoveries of credits and Guarantee deposit received from the sale of assets	62,018	34,469	48,258
Insurance recovery	—	—	11,000
Total Other inflows (outflows) Investment activities	62,018	34,469	59,258
Interest rate derivatives	2,204	1,456	15,934
Costs associated with financing	(85,855)	—	—
Taxes on financial transactions	—	—	(4,529)
Others recovery	—	510	—
Expenses for shares buybacks	(587)	—	—
Withholding tax	(7,287)	(11,689)	—
Debt-related legal advice	—	(64,146)	—
Total Other inflows (outflows) Financing activities	(91,525)	(73,869)	11,405

(c) Dividends:

	For the year ended at December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Latam Airlines Group S.A.	(604,877)	(174,549)	—
Transportes Aéreos del Mercosur S.A. (*)	(304)	(289)	—
Total dividends paid	(605,181)	(174,838)	—

(*) Dividends paid to minority shareholders

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(d) Reconciliation of liabilities arising from financing activities:

	Cash flows				Non cash-Flow			
	As of December 31, 2024	Obtainment	Payment		Movements			
			Capital (*)	Capital (**)	Interests	Interest accrued and others	Reclassification	As of December 31, 2025
ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		
Obligations with financial institutions								
Guaranteed obligations	374,043	319,500	(37,648)	(29,158)	30,898	—	657,635	
Other guaranteed obligations	374,751	239,520	(43,681)	(39,685)	40,294	—	571,199	
Obligation with the public	2,239,303	790,120	(700,000)	(181,554)	232,450	(2,541)	2,377,778	
Financial leases	799,773	—	(241,743)	(39,181)	158,667	11,537	689,053	
Lease liability	3,362,581	—	(463,358)	(311,162)	1,213,962	(9,162)	3,792,861	
Total Obligations with financial								
institutions	7,150,451	1,349,140	(1,486,430)	(600,740)	1,676,271	(166)	8,088,526	

	Cash flows					Non cash- Flow Movements	
	Obtainment	Payment				Interest accrued and others	As of December 31, 2024
As of December 31, 2023	Capital (*)	Capital (**)	Interests	Other flow			
ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$		ThUS\$	ThUS\$
Obligations with financial institutions							
Bank loans	1,029,434	—	(1,089,000)	(167,026)	—	226,592	—
Guaranteed obligations	303,922	99,000	(28,938)	(19,908)	—	19,967	374,043
Other guaranteed obligations	430,350	272,112	(330,870)	(39,066)	—	42,225	374,751
Obligation with the public	1,302,838	1,378,948	(450,000)	(156,862)	(10,870)	175,249	2,239,303
Financial leases	901,546	—	(105,734)	(46,596)	—	50,557	799,773
Other loans	104	—	—	—	—	(104)	—
Lease liability	2,967,994	—	(344,038)	(288,176)	—	1,026,801	3,362,581
Total Obligations with financial institutions	6,936,188	1,750,060	(2,348,580)	(717,634)	(10,870)	1,541,287	7,150,451

	Cash flows			Non cash-Flow Movements		
	Payment					
As of December 31, 2022	Capital (**)	Interests		Interest accrued and others	Reclassifications	As of December 31, 2023
ThUS\$	ThUS\$	ThUS\$		ThUS\$	ThUS\$	ThUS\$
Obligations with financial institutions						
Bank loans	1,385,995	(81,952)	(153,791)	189,272	(310,090)	1,029,434
Guaranteed obligations	325,061	(19,726)	(20,309)	20,686	(1,790)	303,922
Other guaranteed obligations	474,304	(56,519)	(42,283)	43,037	11,811	430,350
Obligation with the public	1,289,799	—	(155,655)	168,694	—	1,302,838
Financial leases	1,088,239	(183,374)	(48,272)	58,076	(13,123)	901,546
Other loans	2,028	(434)	—	(70)	(1,420)	104
Lease liability	2,216,454	(225,358)	(173,924)	1,150,822	—	2,967,994
Total Obligations with financial institutions	6,781,880	(567,363)	(594,234)	1,630,517	(314,612)	6,936,188

(*) During the year 2025 the Company obtained ThUS\$1,349,140 from long-term loans. For the year 2024, the Company obtained ThUS\$1,750,060 amounts from long-term loans. During the year 2023, the Company did no obtain financing.

As of December 31, 2025, this financing is net of fee payments of ThUS\$10,380. (ThUS\$24,952 as of December 31, 2024). See note 18, numbers 3 and 4.

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(**) As of December 31, 2025, under the cash flows from financing activities are presented loan repayments of ThUS\$1,023,072 and payments of lease liabilities of ThUS\$463,358 (ThUS\$2,004,542 and ThUS\$344,038, respectively as of December 31, 2024, ThUS\$(342,005) and ThUS\$(225,358), respectively as of December 31, 2023).

Below are the details obtained (payments) of flows related to financing:

Flow of	For the year ended							
	December 31,							
	2025			2024			2023	
	Payments			Payments			Payments	
	Capital raising	Capital	Interest	Capital raising	Capital	Interest	Capital	Interest
	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$	ThUS\$
Aircraft financing	559,020	(323,072)	(77,079)	99,000	(198,774)	(69,249)	(251,388)	(76,497)
Lease liability	—	(463,358)	(311,162)	—	(344,038)	(288,176)	(225,358)	(173,924)
Non-aircraft financing	790,120	(700,000)	(212,499)	1,651,060	(1,805,768)	(360,209)	(90,617)	(343,813)
Total obligations with Financial institutions	1,349,140	(1,486,430)	(600,740)	1,750,060	(2,348,580)	(717,634)	(567,363)	(594,234)

(e) Advances of aircraft and engines

Corresponds to the cash flows associated with aircraft and engines purchases, which are included in the statement of consolidated cash flows, within investing activities.

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Increases (payments)	(252,665)	(219,010)	(142,782)
Recoveries	87,442	34,379	215,362
Total cash flows	(165,223)	(184,631)	72,580

(f) Additions of property, plant and equipment and Intangibles

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Net cash flows from			
Purchases of property, plant and equipment	1,775,818	1,325,463	795,787
Additions associated with maintenance	449,502	358,475	337,126
Other additions	1,326,316	966,988	458,661
Purchases of intangible assets	104,483	94,412	68,052
Other additions	104,483	94,412	68,052

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(g) The net effect of the application of hyperinflation in the consolidated cash flow statement corresponds to:

	For the year ended December 31,		
	2025	2024	2023
	ThUS\$	ThUS\$	ThUS\$
Net cash flows from (used in) operating activities	518	6,256	(47,569)
Net cash flows from (used in) investment activities	20	819	3,661
Effects of variation in the exchange rate on cash and cash equivalents	(538)	(7,075)	43,908
Net increase (decrease) in cash and cash equivalents	—	—	—

(h) Payments of leased maintenance

Payments to suppliers for the supply of goods and services include the value paid associated with leased maintenance capitalizations for ThUS\$185,005 (ThUS\$246,429 as of December 31, 2024 and ThUS\$294,549 as of December 31, 2023).

NOTE 35 - EVENTS SUBSEQUENT TO THE DATE OF THE FINANCIAL STATEMENTS

After December 31, 2025 and up to the date of issuance of these financial statements, there is no knowledge of other events of a financial or other nature that significantly affect the balances or their interpretation.

The consolidated financial statements of LATAM Airlines Group S.A. and Subsidiaries as of December 31, 2025, have been approved in the Extraordinary Session of the Board of Directors on February 9, 2026.

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SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Date: March 4, 2026

LATAM AIRLINES GROUP S.A.

By: /s/ Roberto Alvo Milosawlewitsch

Name: Roberto Alvo Milosawlewitsch

Title: LATAM Airlines Group CEO



BY-LAWS OF LATAM AIRLINES GROUP S.A.

SECTION ONE: Name, Registered Office and Purpose

Article 1: An open public limited company is established to be called "LATAM Airlines Group S.A." (the "Company"), without prejudice to the fact that it may also use interchangeably the fictitious names of "LATAM Airlines", "LATAM Airlines Group", "LATAM Group", "LAN Airlines", "LAN Group" and/or "LAN".

Article 2: The Company will have its registered offices in the part of the province of Santiago over which the Santiago Commerce Registry has jurisdiction, without prejudice to the possibility of establishing agencies, branches, offices or establishments in other places in the country or abroad.

Article 3: The duration of the Company will be indefinite.

Article 4: The Company's purpose shall be:

- a) the trade of any form of air and/or ground transportation, whether passenger, cargo, or mail, and of everything relating directly or indirectly to that activity, in the country or abroad, for its own account or others;
- b) the rendering of services relating to the maintenance and repair of aircraft, whether its own or those of third parties;



- c) the trade and development of activities related to travel, tourism and hospitality;
- d) the development and exploitation of other activities derived from the corporate purpose and/or linked, related, contributing or complementary to it; and
- e) holding interests in companies of any type or kind that allow the Company to fulfill its purposes.

SECTION TWO: Equity Capital, Shares and Shareholders

Article 5: The capital of the Company is US\$4,418,152,114.78, divided into 574,219,895,457 shares, of the same and single series, with no par value. There are no special series of shares or privileges. The form of the share certificates, their issuance, exchange, cancellation, misplacement, replacement and other circumstances thereof, as well as the transfer of the shares, will be governed by the provisions of the Law on Public Limited Companies (hereinafter also, the “Law”) and its Regulations (hereinafter also, the “Regulations”).

Article 6: Shareholders may stipulate particular agreements that limit the free transfer of shares, but such agreements must be deposited in the company at the disposal of other shareholders and interested third parties, and will be noted in the Shareholders' Registry so that they may be enforceable against third parties.

SECTION THREE: Management

Article 7: The Company will be managed by a Board of Directors, which will be elected by the Shareholders' Meeting.



Article 8: The Board of Directors will be composed of nine members and will last for a period of two years, and its members may be re-elected. It is not required to be a shareholder to be a Director. The Board of Directors will appoint a President and a Vice President from among its members. The Vice President will act as President in the event of his absence or impediment. In the event of the absence or impediment of the President and the Vice President, the Board of Directors may appoint an interim President. For the purposes of the aforementioned substitutions, the absences or impediments that cause them will not be necessary to prove them to third parties.

Article 9: In the event of the vacancy of any Director, the Board of Directors shall be completely renewed at the next Ordinary Shareholders' Meeting to be held by the Company, and, in the meantime, the Board of Directors may appoint a replacement.

Article 10: Directors will be compensated for their office. The remuneration will be determined annually by the Ordinary Shareholders' Meeting. The Company will reimburse all reasonable and documented charges and expenses (including travel and other related expenses) incurred by each Director in connection with (i) their attendance at Board meetings and committees of which they serve; and (ii) carry out any other management of the Company requested by it.

Article 11: Board meetings will be held with the attendance of the majority of the Directors. Resolutions will be adopted by the absolute majority of the attending Directors, except for agreements that, according to the Law or these Bylaws, require a higher majority. Any tie shall not be decided by the vote of the Chairman of the Meeting. The General Manager of



the Company or the person designated by the Board of Directors to serve in said position will act as Secretary. It will be understood that those Directors who, despite not being present, are simultaneously and permanently communicated through technological means authorized by the Commission for the Financial Market, through generally applicable instructions, participate in the sessions. In this case, their attendance and participation in the session will be certified under the responsibility of the President, or whoever acts in his/her place, and the Secretary of the Board of Directors, recording this fact in the minutes drawn up.

Article 12: The Board of Directors will meet in ordinary sessions on the days and hours determined by it. In any case, you must meet at least once a month. It may meet in extraordinary sessions when specially summoned by the President, by himself, or at the direction of one or more Directors, after the President has qualified the need for the meeting, unless it is requested (i) by the absolute majority of the Directors, or (ii) by the Vice President, in which case the meeting must necessarily be held without prior qualification.

Article 13: The Board of Directors represents the Company judicially and extrajudicially and, for the fulfillment of the corporate purpose, which will not be necessary to prove to third parties, it will be vested with all the powers of administration and disposition that the Law, the Regulations and the present Bylaws do not establish them as exclusive to the Shareholders' Meeting, without it being necessary to grant it any special power, including for those acts or contracts with respect to which the laws require this circumstance. The foregoing is without prejudice to the judicial representation that corresponds to the General Manager of the Company.



The Board of Directors may delegate part of its powers to the main executives, the General Manager, Managers, Sub-Managers, Attorneys of the Company, to a Director or to a Committee of Directors (including, without limitation, to the Directors' Committee) and, to other persons for certain specially determined purposes.

Article 14: The deliberations and resolutions of the Board of Directors shall be recorded in writing in a Book of Minutes, which will be signed on each occasion by the Directors who have attended the session and by the Secretary. The Director who would like to save his responsibility for any act or agreement of the Board of Directors must record his opposition in the Minutes, and the President must be informed of this at the next Ordinary Shareholders' Meeting. If any Director dies or is unable for any reason to sign the corresponding Minutes, this circumstance will be recorded in said Minutes. The Minutes will be deemed approved from the moment it is signed by the aforementioned persons and from that same moment it will be may carry out the agreements to which it refers.

Article 15: The Company will have an Executive Vice President and a General Manager, and the latter will be the legal representative of the Company. Both positions will be elected by the Board of Directors and may be held by the same person. The Executive Vice President will have the powers that the Board of Directors confers on him. The General Manager will have the powers that the Board of Directors delegates to him, without prejudice to those that correspond to him by virtue of the Law and, in particular:

i) Represent the Company judicially, with the powers mentioned in both paragraphs of the seventh article of the Code of Civil Procedure, which are expressly reproduced.



ii) Celebrate and execute all acts and contracts, civil, commercial, administrative and of any other nature, conducive to the purposes of the Company, up to the amount determined by the Board of Directors; and

iii) In general, execute the agreements of the Board of Directors and all those acts for which it has delegated powers, in the form, amount and conditions determined. The Board of Directors must designate one or more people who, individually, in the absence of the General Manager, who will not need to be accredited by the interested party, can validly represent the Company in all notifications issued to it.

SECTION FOUR: Shareholders' Meetings

Article 16: The shareholders will meet annually in an Ordinary Meeting once a year within the first quarter of the year.

Article 17: Matters of the Ordinary Meeting are those that the Law submits to its knowledge and, in general, any matter of social interest that is not specific to the Extraordinary Meeting.

Article 18: Extraordinary Meeting matters are those that by Law or these Bylaws correspond to its knowledge or competence.

Article 19: The summons to Meetings will be made by means of a prominent notice that will be published, at least, three times on different days in the newspaper of the registered office determined by the Meeting or, in the absence of agreement, or not Its compliance being



possible, in the Official Gazette, in the time, manner and conditions determined by the Law and its Regulations.

Those Meetings attended by all the issued shares with voting rights may be validly held, even if the formalities required for their summons have not been complied with.

Article 20: The Ordinary and Extraordinary Meetings will be validly constituted with representation of the majority of the shares issued with voting rights. If the stated number is not met, a new summons will be made and the Ordinary or Extraordinary Meeting will be validly constituted with the shareholders who attend. The Company must allow remote participation of shareholders and remote voting, under the terms and conditions determined by the Law and the Financial Market Commission through general regulations.

The notices for the second summons may only be published once the Meeting to be held in the first or second summons has failed, as appropriate, and in any case, the new Meetings must be summoned to be held within 45 days following the date set. for the Board not held on first summons. The notices must be published in the time, manner and conditions determined by the Law and its Regulations.

Article 21: Unless the Law or these Bylaws establish a higher majority (and subject to what is indicated in the Third Transitory Article of these Bylaws), the agreements of the Meetings, both Ordinary and Extraordinary, will be taken with the affirmative vote of, at least, the absolute majority of the shares present or represented at the meeting with the right to vote. Only the holders of shares registered in the Shareholders Registry at midnight on the fifth



business day prior to the day on which the respective Meeting is to be held may participate in the Meetings and exercise their rights to speak and vote.

Article 22: Shareholders may be represented at the Meetings by other shareholders or third parties, in the manner and conditions contemplated in the Regulations. The power of attorney will be considered valid for the Meeting held in replacement of the one for which it was granted, if it has not been held due to lack of quorum.

Article 23: At the Meetings, people must record their attendance through the systems that the Company, by agreement of the Board of Directors, has established for these purposes.

Article 24: The deliberations and agreements of the Shareholders' Meetings will be recorded in a special book of minutes that will be kept by the Secretary. The minutes will be signed by the President or whoever acts in his place, by the Secretary and by three shareholders elected at the Meeting, or by all attendees if they are less than three.

An extract of what happened at the meeting will be recorded in the minutes and the following data will be recorded, in the terms provided in the Regulations: name of the shareholders present and number of shares that each of them owns or represents, succinct list of the observations and incidents that occurred, a list of the propositions submitted for discussion and the result of the vote and a list of shareholders who voted against.

Only by unanimous consent of those present may testimony of any event that occurred at the meeting and that is related to corporate interests be suppressed from the minutes.



The minutes recording the election of the Directors will contain the designation of the names of all the attending shareholders, with a specification of the number of shares for which each one has voted, by themselves or by proxy, and with an expression of the general result of the vote. .

A copy of this record will be sent to the Financial Market Commission. The Company must notify the same Commission, within the third business day, of the appointment of replacement Directors.

SECTION FIVE: Annual Report, Balance Sheet and Profits

Article 25: As of December 31 of each year, a General Balance Sheet of the Assets and Liabilities of the Company will be prepared that will contain the indications required by the applicable legal and regulatory regulations.

Article 26: At the Ordinary Meeting, the Board of Directors will report to the shareholders on the state of the Company's business, presenting them with a report containing explanatory and reasoned information on the operations carried out during the last financial year, accompanied by the General Balance Sheet of the State. of Profits and Losses and the Report presented for this purpose by the External Audit Company.

In the Profit and Loss Accounts of said Balance Sheet, all sums received during the year by the President and the Directors will be placed in separate headings.



Article 27: Dividends will be paid exclusively from the net profits of the year, or from those retained from Balance Sheets approved by the Shareholders' Meeting. If the Company has accumulated losses, the profits obtained during the year will be used first to absorb said losses. At least 30% of the net profits for each year will be distributed annually as a cash dividend to shareholders, pro rata of their shares. To distribute a percentage less than 30%, an agreement adopted at the respective Meeting will be required, by the unanimity of the issued shares.

Article 28: In accordance with the applicable legal and regulatory regulations, on a date no later than the first notice of call to the Ordinary Shareholders' Meeting, the Report, Balance Sheet and Inventory, Minutes, Books and other supporting pieces thereof and The report that must be presented by the External Audit Company will be available to the shareholders for examination in the office where the Management operates.

Article 29: The Company will publish on its Internet site, with the availability and for the period determined by the Financial Market Commission, the information on its financial statements and the report of the External Audit Company, with no less than 10 days in advance of the date of the Ordinary Meeting that will rule on them. If the financial statements are altered by the Meeting, the modifications will be published on the Company's website within 5 days following the date of the Meeting. The Balance Sheet must record the names of the President, Directors and Managers, indicating the transactions of its shares carried out by said persons during the year.

Article 30: When the state of the corporate funds allows it and the Board of Directors deems it appropriate, provisional dividends may be distributed to the shareholders during the year



and charged to its profits, under the personal responsibility of the Directors who participate in the agreement. , and provided that there are no accumulated losses.

SECTION SIX: Audit of Management

Article 31: The Ordinary Shareholders' Meeting will annually appoint an External Audit Company governed by Title XXVIII of the Securities Market Law for the purpose of examining the accounting, inventories, balance sheets and other financial statements of the Company and with the obligation to report in writing to the next Ordinary Shareholders' Meeting on the fulfillment of its mandate.

SECTION SEVEN: Arbitration

Article 32: Any issue that arises between the shareholders in their capacity as such, or between them and the Company or its Administrators, will be resolved by arbitration, in accordance with the Arbitration Procedural Regulations of the Arbitration and Mediation Center of the Chamber of Commerce. by Santiago A.G. ("CAM Santiago"), in force at the time of request, for which purpose the parties confer special irrevocable power to CAM Santiago, so that, at the written request of any of them, it designates an arbitrator regarding the procedure and law in regarding the ruling, from among the members of the CAM Santiago arbitration body. However, if the arbitration qualifies as an international commercial arbitration in accordance with paragraph 3 of article 1 of Law 19,971, said arbitration will be resolved in accordance with the Arbitration Regulations of the International Chamber of Commerce by an arbitrator appointed in accordance with said Regulations with Previous experience in international commercial arbitrations with parties from different countries, in



which case the place of arbitration will be the city of New York, United States of America, the language of the arbitration will be English and the applicable substantive law will be Chilean law. In any case, there will be no appeal against the resolutions of any of the arbitral tribunals included in this clause. The arbitral tribunal is especially empowered to resolve any matter related to its competence and/or jurisdiction.

Without prejudice to all of the above, when a conflict occurs, the plaintiff may withdraw his knowledge from the jurisdiction of the arbitral tribunal and submit it to the decision of the Ordinary Justice, in the terms of the second paragraph of article 125 of the Law.

TRANSITORY ARTICLES:

First Transitory Article: The capital of the Company of US\$4,418,152,114.78, divided into 574,219,895,457 shares, of the same and single series, without par value, has been subscribed, will be subscribed, has been paid and will be paid, as follows :

(One) With US\$4,418,109,716.78, divided into 574,215,983,709 shares, fully subscribed and paid prior to the Extraordinary Shareholders' Meeting held on October 17, 2025;

(Two) With US\$42,398.00, divided into 3,911,748 shares (the "Backup Shares"), issued by the Board of Directors of the Company charged to the capital increase of the Company agreed upon at the Extraordinary Shareholders' Meeting held on 5 July 2022, to be subscribed and paid in full and exclusively to respond to the conversion of 42,398 Series H Convertible Bonds (formerly Class B), the issuance of which was agreed at that same Meeting, and which were pending as of October 17, 2025.



Regarding Support Actions:

- (i) The shares are issued and registered in the Securities Registry of the Financial Market Commission, with No. 1,120, dated September 2, 2022;
- (ii) The Backing Shares and the part of the Company's capital that is represented by said shares will remain in force while the conversion period of the Series H Convertible Bonds (formerly Class B) is in force, all in accordance with the terms and conditions of the issuance contract of the aforementioned bonds convertible into shares. Once said conversion period has expired, the corresponding Backing Shares that are not subscribed and paid as a result of the exercise of the conversion option of said class of convertible bonds, will be void and canceled by operation of law and the part of the capital of the Company that is represented by said shares will also be void and the capital of the Company will be reduced by operation of law to the amount actually subscribed and paid;
- (iii) For the pertinent purposes, the conversion period of the Series H Convertible Bonds (former class B) and the possibility of early redemption thereof are recorded:

Conversion Period: Series H Convertible Bonds (formerly Class B) may be converted into shares within two conversion periods, that is: /x/ within a period of 60 days from the Effective Date of the Plan. The Effective Date of the Plan will be understood to be November 3, 2022; and /y/ from the fifth anniversary of the Plan Effective Date until the sixth anniversary of the Plan Effective Date. In the event that any of these conversion periods expire on a Banking Non-Business Day, the period in question will be deemed extended until the immediately following banking business day. For these



purposes, Banking Non-Business Day will be understood as any day on which commercial banks in any of the cities of Santiago, Chile; New York, New York State, United States of America; Rio de Janeiro or Sao Paulo, Brazil; Lima Peru; or Bogotá, Colombia, are required or authorized to remain closed. However, and to avoid any doubt, in the event that all or part of the Series H Convertible Bonds (formerly Class B) are redeemed early, any conversion period with respect to the bonds that had been redeemed early will be deemed to have expired.

Early Redemption of Series H Convertible Bonds (ex Class B): LATAM may, at its sole discretion, early redeem all or part of the Series H Convertible Bonds (ex Class B) as indicated below: /a/ in full, at any time after sixty days from the Plan Effective Date and before the fifth anniversary of the Plan Effective Date; and /b/ in whole or in part, on one or more occasions after sixty days from the fifth anniversary of the Effective Date of the Plan. In each case, the amount to be paid as a result of the redemption will be the equivalent of the amount of the unpaid principal to be paid in advance, plus the interest accrued and pending payment on the date of the effective redemption.

- (iv) The placement of the Backup Shares will be carried out upon the exercise of the conversion options under the respective convertible bonds in accordance with the procedures, conversion ratio and other criteria approved at the Extraordinary Shareholders' Meeting held on July 5, 2022 and at the terms of the aforementioned issuance contract. For this purpose, broad powers were granted to the Company's Board of Directors to implement the placement procedures and criteria, and to ultimately carry out the placement of said shares under the terms and conditions established at said Meeting; and, in general, to resolve all situations, modalities, complementations and



details that may arise or be required in relation to the issuance and placement of the Backup Shares and related matters, all in accordance with the provisions of the Law and its Regulations. .

Second Transitory Article: In accordance with the provisions of Section 1.123(a)(6) of the Bankruptcy Code of the United States of America, and only until the date on which the Reorganization Plan becomes effective in accordance with the provisions of the same (the “Effective Date of the Plan”), the Company may not issue shares or any other securities convertible into shares without voting rights. As of the Effective Date of the Plan, this restriction will automatically cease.

Third Transitory Article: During the period of two years counted from the Effective Date of the Plan, the agreements referred to in the second paragraph of article 67 of the Law, will require the affirmative vote of at least 73% of the shares issued with the right to vote. Once this period has expired, this restriction will automatically cease and the provisions of the aforementioned second paragraph of article 67 of the Law will govern from now on.

CERTIFICATE

LATAM Airlines Group S.A. is an open corporation registered in the Securities Registry under No. 0306. It was established by public deed executed in the Santiago Notary Office of Mr. Eduardo Avello Arellano on December 30, 1983, the extract of which was registered on pages 20,341 No. 11,248 in the Santiago Commerce Registry corresponding to the year 1983 and was published in the Official Gazette on December 31, 1983. A consolidated text of the company's Bylaws was approved by the Extraordinary Shareholders' Meeting held on September 15 of 1988, whose minutes were reduced to a public deed dated October 7, 1988



in the Santiago Notary Office of Mr. Mario Baros González. The respective extract was registered on page 25,966 No. 13,208 in the Santiago Commerce Registry corresponding to the year 1988 and published on October 21, 1988 in the Official Gazette. Subsequently, the bylaws of the company were modified as stated in the public deed executed in the Santiago Notary Office of Mr. Mario Baros González dated August 2, 1989, the extract of which was registered on page 24,330 No. 12,374 in the Registry of Commerce of Santiago corresponding to the year 1989 and was published in the Official Gazette on September 9, 1989; in the public deed executed in the Santiago Notary Office of Mr. Víctor Manuel Correa Valenzuela dated January 31, 1990, the extract of which was registered on page 4,038 No. 2,167 in the Santiago Commerce Registry corresponding to the year 1990 and was published in the Official Gazette dated February 10, 1990; in the public deed executed in the Santiago Notary Office of Mr. Iván Torrealba Acevedo dated November 12, 1990, the extract of which was registered on page 31,410 No. 15,623 in the Santiago Commerce Registry corresponding to the year 1990 and was published in the Diario Oficial dated November 17, 1990; in the public deed executed in the Santiago Notary Office of Mr. Víctor Manuel Correa Valenzuela dated May 6, 1991, the extract of which was registered on page 13,150 No. 6,518 in the Santiago Commerce Registry corresponding to the year 1991 and was published in the Official Gazette dated May 14, 1991; in the public deed executed in the Santiago Notary Office of Mr. Víctor Manuel Correa Valenzuela dated March 17, 1994, the extract of which was registered on page 5,595 No. 4,601 in the Santiago Commerce Registry corresponding to the year 1994 and was published in the Official Gazette dated March 21, 1994; in the public deed executed in the Santiago Notary Office of Mr. Eduardo Pinto Peralta dated August 28, 1997, the extract of which was registered on page 21,506 No. 17,221 in the Santiago Commerce Registry corresponding to the year 1997 and was published in the Diario Oficial dated September 2, 1997; in the public deed executed in the Santiago Notary Office of Mr. Eduardo Pinto Peralta dated May 15, 1998, the extract of which was registered on page 11,806 No. 9,626 in the Santiago Commerce Registry corresponding to the year 1998 and was published in the Diario Oficial dated May 29, 1998; in the public deed executed in the Santiago Notary Office of Mr. Eduardo Pinto Peralta dated September 7, 2000, the extract



of which was registered on page 23,758 No. 18,844 in the Santiago Commerce Registry corresponding to the year 2000 and was published in the Diario Oficial dated September 12, 2000; in the public deed executed in the Santiago Notary Office of Mr. Iván Torrealba Acevedo dated July 28, 2004, the extract of which was registered on page 25,128 No. 18,764 in the Santiago Commerce Registry corresponding to the year 2004 and was published in the Diario Oficial dated August 21, 2004; in the public deed executed in the Santiago Notary Office of Mr. Raúl Undurraga Laso dated January 26, 2007, the extract of which was registered on page 7,232 No. 5,340 in the Santiago Commerce Registry corresponding to the year 2007 and was published in the Diario Oficial dated February 19, 2007; in the public deed executed in the Santiago Notary Office of Mr. Raúl Undurraga Laso dated April 9, 2007, the extract of which was registered on page 14,510 No. 10,713 in the Santiago Commerce Registry corresponding to the year 2007 and was published in the Diario Oficial dated April 14, 2007. A new text of the company's bylaws was approved by the Extraordinary Shareholders' Meeting held on December 21, 2011, the minutes of which were reduced to a public deed dated January 11, 2012, granted in the Santiago Notary Office of Mr. Eduardo Diez Morello, whose extract was registered on pages 4,238 No. 2,921 in the Santiago Commerce Registry corresponding to the year 2012 and was published in the Official Gazette on January 14, 2012. Subsequently, the The company's Bylaws were modified as stated in the public deed granted in the Santiago Notary of Mr. Eduardo Diez Morello dated December 24.



It is certified that the attached text corresponds to the current Bylaws of LATAM Airlines Group S.A.

Santiago, Chile, June 3, 2024.

Roberto Alvo Milosawlewitsch

CEO

LATAM AIRLINES GROUP S.A.

	Description of Securities Disclosure	Reference
1	Preemptive Rights	<i>See “Item 10.B-Preemptive Rights and Increases in Share Capital” in the annual report to which this exhibit is attached.</i>
2	Type and Class of Securities	<i>See “Item 10.B-Capitalization” in the annual report to which this exhibit is attached.</i>
3	Divisions and Distributions	<i>See “Item 10.B-Dividend and Liquidation Rights” in the annual report to which this exhibit is attached.</i>
4	Other Rights	<i>Not Applicable</i>
5	Rights and Shares	<i>See “Item 10.B-General” in the annual report to which this exhibit is attached.</i>
6	Requirements for amendments	<i>See “Item 10.B-Shareholder’s Meetings and Voting Rights” in the annual report to which this exhibit is attached.</i>
7	Limitations on the rights to own securities	<i>See “Item 10.B-Ownership Restrictions” in the annual report to which this exhibit is attached.</i>
8	Disposition that may affect any change of control	<i>See “Item 10.B-Ownership Restrictions” in the annual report to which this exhibit is attached.</i>
9	Ownership Threshold	<i>See “Item 10.B-Ownership Restrictions” in the annual report to which this exhibit is attached.</i>
10	Differences between law of different jurisdictions	<i>See “Item 16.G-Corporate Governance” in the annual report to which this exhibit is attached.</i>
11	Changes in capital	<i>See “Item 10.B-Preemptive Rights and Increase in Share Capital” in the annual report to which this exhibit is attached.</i>
12	Debt Securities	<i>Not Applicable</i>
13	Warrants and Rights	<i>Not Applicable</i>
14	Other Securities	<i>Not Applicable</i>
15	Name of the Depositary	<i>See “Item 12.D-American Depositary Shares” in the annual report to which this exhibit is attached.</i>
16	American Depositary Shares	<i>See “Item 12.D-American Depositary Shares” in the annual report to which this exhibit is attached.</i>

[Certain confidential portions of this exhibit have been redacted pursuant to 4(a) of the Instructions as to Exhibits of Form 20-F. The omitted information is (i) not material and (ii) is the type of information the Company treats as private or confidential. In addition, schedules and similar attachments to this exhibit have been omitted pursuant to the instructions as to Exhibits of Form 20-F.]

LATAM AIRLINES GROUP S.A.

EACH OF THE GUARANTORS PARTY HERETO

7.625% SENIOR SECURED NOTES DUE 2031

INDENTURE

Dated as of July 7, 2025

Wilmington Trust, National Association
as Trustee

and

Wilmington Trust, National Association
as Collateral Trustee

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EXHIBITS

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Exhibit D	FORM OF SUPPLEMENTAL INDENTURE
Exhibit E	FORM OF INTERCOMPANY NOTE

SCHEDULES

Schedule 1.01(a)	ISSUE DATE LIENS

INDENTURE dated as of July 7, 2025, among LATAM Airlines Group S.A., a Chilean *sociedad anónima* (the “Issuer”), each of the Guarantors party hereto and Wilmington Trust, National Association, as trustee and as collateral trustee.

The Issuer, each Guarantor, the Trustee and the Collateral Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined herein) of the 7.625% Senior Secured Notes due 2031 (the “Notes”):

Article 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

“144A Global Note” means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

“2029 Notes” means the Issuer’s and Professional Airline Services, Inc.’s \$700.0 million aggregate principal amount of 13.375% Senior Secured Notes due October 15, 2029.

“2029 Notes Indenture” means that certain indenture, dated as of October 18, 2022, by and among the Issuer, Professional Airline Services, Inc., the guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral trustee, pursuant to which the 2029 Notes were issued.

“2029 Notes Obligations” means Obligations with respect to the 2029 Notes and the related note guarantees.

“2030 Notes” means the Issuer’s \$1,400.0 million aggregate principal amount of 7.875% Senior Secured Notes due April 15, 2030.

“2030 Notes Indenture” means that certain indenture, dated as of October 15, 2024, by and among the Issuer, the guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral trustee, pursuant to which the 2030 Notes were issued.

“2030 Notes Obligations” means Obligations with respect to the 2030 Notes and the related note guarantees.

“Acceptable Letter of Credit” means an irrevocable standby letter of credit on customary terms issued by a bank or branch having a long term unsecured debt rating of at least [*] (or the equivalent) or better by S&P, Moody’s or Fitch and drawable by the applicable Priority Lien Representative or Collateral Trustee, as applicable, upon presentation in New York.

“Account” means all “accounts” as defined in the UCC, and all rights to payment for interest (other than with respect to debt and credit card receivables).

“Additional Collateral” means any of the following assets pledged or mortgaged to the Collateral Trustee or a Local Collateral Agent, as applicable, after the Issue Date which would not have automatically been pledged or mortgaged pursuant to the Security Documents in existence as of the Issue Date without modifying such Security Documents or entering into new Security Documents not then in existence: (a) any category of Collateral set forth in the Security Documents as of the Issue Date (provided that any Slots or Gate Leaseholds pledged as Additional Collateral shall be at an Eligible Airport), (b) Aircraft, Engines, Spare Parts, Appliances or Parts, or (c) any other assets acceptable to the Controlling Representative (it being understood that cash, Cash Equivalents and Receivables shall be acceptable to the Controlling Representative), which in each case shall (i) be valued by a new Appraisal in accordance with the requirements of the applicable Security Documents at the time the Issuer designates such assets as Additional Collateral (except for any cash or Cash Equivalents), (ii) as of the date such assets are added as Collateral, be subject, to the extent purported to be created by the applicable Security Documents, to a perfected first priority Lien in favor of the Collateral Trustee (or a sub-trustee or sub-agent designated pursuant to the applicable Security Document) or a Local Collateral Agent, as applicable, for the benefit of the Priority Secured Parties and otherwise subject only to Permitted Liens (other than Liens referred to in clause (5) and (13) of the definition of Permitted Liens in effect as of the Issue Date).

“Additional Notes” means Notes (other than the Initial Notes) issued under this Indenture in accordance with Sections 2.02, 2.14 and 4.09 hereof which shall have identical terms as the Initial Notes, other than with respect to the date of issuance and issue price.

“Additional Priority Lien Debt” means additional Priority Secured Debt permitted to be incurred under each applicable Priority Lien Document to be secured by a Priority Lien equally and ratably with all previous existing and future Priority Secured Debt.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person (a “Controlled Person”) shall be deemed to be “controlled by” another Person (a “Controlling Person”) if the Controlling Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of the Controlled Person whether by contract or otherwise; provided that (i) beneficial ownership by any “person” or “group” of 10% or more of the Voting Stock of a Person shall be deemed to be control and (ii) the terms “person,” “group” and “beneficial owner” shall have the meanings ascribed to them when such terms are used pursuant to Sections 13(d), Section 14(d) and Rule 13d-3 of the Exchange Act, respectively.

“Agent” means any Registrar, co-registrar, Paying Agent or additional paying agent.

“Aggregate Exposure” shall mean, with respect to any Holder at any time, an amount equal to the sum of the amount of such Holder’s Notes then outstanding.

“Aggregate Exposure Percentage” shall mean, with respect to any Holder at any time, the ratio (expressed as a percentage) of such Holder’s Aggregate Exposure at such time to the Aggregate Exposure of all Holders at such time.

“Air Carrier Entity” means the Issuer and each other Guarantor that owns or operates Aircraft.

“Aircraft” means any contrivance invented, used, or designed to navigate, or fly in, the air, including, without duplication, the airframes related thereto.

“Aircraft Financing” means (i) any indebtedness, guarantee, finance lease, operating lease, sale and lease back or other financing arrangements (including any bonds, debentures, notes or similar instruments) in respect of or secured by Engines, Spare Parts, Aircraft, airframes or Appliances, Parts, components, instruments, appurtenances, furnishings, other equipment installed on such Engines, Spare Parts, Aircraft, airframes or any other related assets, (ii) any financing arrangements assumed or incurred in connection with the acquisition, construction (including any pre-delivery payments in connection with such acquisition or construction), modifications or improvement of any Engines, Spare Parts, Aircraft, airframes or Appliances, Parts, components, instruments, appurtenances, furnishings, other equipment installed on such Engines, Spare Parts, Aircraft, airframes or any other related assets, and (iii) extensions, renewals and replacements of such financing arrangements under clauses (i) and (ii); provided that, in each case under clauses (i), (ii) or (iii), such financing arrangement, if secured, is secured on a usual and customary basis (which may include the collateralization thereof with cash, Cash Equivalents or letters of credit) as determined by the Issuer in good faith for such financing arrangement or Indebtedness in respect of Engines, Spare Parts, Aircraft, airframes or Appliances, Parts, components, instruments, appurtenances, furnishings, other equipment installed on such Engines, Spare Parts, Aircraft, airframes or any other related assets.

“Aircraft Financing Related Cargo Business Assets” means assets described in clauses (a) and (b) of the definition of Cargo Business Assets.

“Airport Authority” means any city or any public or private board or other body or organization chartered or otherwise established for the purpose of administering, operating or managing airports or related facilities, which in each case is an owner, administrator, operator or manager of one or more airports or related facilities.

“Anti-Corruption Laws” means all applicable anti-corruption and anti-bribery laws, rules and regulations of any jurisdiction from time to time, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended.

“Anti-Money Laundering Laws” means any and all laws, rules and regulations of any jurisdiction applicable to the Issuer or its Subsidiaries or Affiliates from time to time concerning

or relating to terrorism financing, money laundering or any predicate crime to money laundering, including, without limitation, any applicable provision of the Patriot Act and The Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act,” 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

“Appliance” means any instrument, equipment, apparatus, part, appurtenance or accessory used, capable of being used, or intended to be used, in operating or controlling Aircraft

in flight, including a parachute, communication equipment and another mechanism installed in or attached to an Aircraft during flight, and not a part of an Aircraft or Engine.

“Applicable Premium” means, with respect to any Note on any applicable Redemption Date, the greater of:

(A) 1.0% of the principal amount of such Note; and

(B) the excess (to the extent positive) of:

(a) the present value at such Redemption Date of (i) the redemption price of such Note at the First Call Date (such redemption price (expressed in percentage of principal amount) being set forth in Section 3.07(d) hereof (excluding accrued but unpaid Special Interest and other interest, if any)), plus (ii) all required interest payments due on such Note to and including such date set forth in clause (i) (excluding accrued but unpaid interest, if any), computed upon the Redemption Date using a discount rate equal to the Applicable Treasury Rate at such Redemption Date plus 50 basis points; over

(b) the outstanding principal amount of such Note,

in each case, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate. The Trustee shall have no duty to calculate or verify the calculations of the Applicable Premium.

“Applicable Procedures” means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository, Euroclear and Clearstream that apply to such transfer or exchange.

“Applicable Treasury Rate” means the weekly average for each Business Day during the most recent week that has ended at least two Business Days prior to the Redemption Date of the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the Federal Reserve Statistical Release H.15 (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the Redemption Date to the First Call Date; provided, however, that if the period from the Redemption Date to the First Call Date is not equal to the constant maturity of a United States Treasury security for which a yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to such applicable date

is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

“Appraisal” means (a) the Initial Appraisals, (b) any other appraisal (a “Subsequent Appraisal”), certifying, at the time of determination, in reasonable detail the Appraised Value of the Coverage Assets that are the subject thereof, which is prepared by either, at the option of the Issuer, (i) an Initial Appraiser and any successor thereof (including any appraiser whose

employees or principals previously appraised the relevant Coverage Assets) but solely in respect of asset classes assigned to such Initial Appraiser in the definition thereof or (ii) another independent appraisal firm appointed by the Issuer in good faith; provided that, (x) in the case of Pledged SGR, the methodology and form of presentation of such Subsequent Appraisal are consistent in all material respects with the methodology and form of presentation of the Initial Appraisal applicable to such type of Coverage Assets, or which, as to any deviations from such methodology (including as to discount rate and terminal value growth rate) and/or form of presentation, are otherwise in form and substance consistent with market practice for assets of such type in a manner as determined by the Issuer in good faith or (y) in the case of assets other than Pledged SGR, the Subsequent Appraisal sets forth the Fair Market Value thereof in a manner consistent with market practice for assets of such type as determined by the Issuer in good faith.

“Appraised Value” means, as of any date of determination, the sum of the aggregate value of all Coverage Assets as of such date, as reflected in the most recent Appraisals delivered to the Trustee in respect of such Coverage Assets in accordance with this Indenture as of that date (for the avoidance of doubt, calculated after giving effect to any additions to or eliminations from the Coverage Assets since the date of delivery of such Appraisal); provided that (i) if any Pledged Slots at an airport have been added to or eliminated from the Coverage Assets since the most recent Appraisal of the Pledged Slots at such airport and such most recent Appraisal assigned differing Appraised Values to Pledged Slots at such airport based on the criteria set forth in such most recent Appraisal, such added or eliminated Pledged Slots at such airport shall, for purposes of determining the Appraised Value of all remaining Pledged Slots at such airport (including any added Pledged Slots as the case may be), be assigned an Appraised Value in accordance with such criteria set forth in such most recent Appraisal (and for clarity, such assignment of Appraised Value to such added or eliminated Pledged Slots shall not otherwise impact the Appraised Value of any other Pledged Slots at such airport), and (ii) when used in reference to any particular Coverage Asset, “Appraised Value” shall mean the value of such Coverage Asset as reflected in such most recent Appraisal of such Coverage Asset; provided that if at the relevant time the Issuer has not previously delivered to the Trustee an Appraisal of a specific Coverage Asset item (such as a single Route), but has delivered to the Trustee an Appraisal that includes the Appraised Value of a portion of the Coverage Assets (such as all Routes to a particular region) that includes such specific Coverage Asset item, the Issuer shall allocate the Appraised Value of such specific Coverage Asset item on a reasonable basis, and such allocated amounts shall be the Appraised Value of such specific Coverage Asset item, except that this proviso shall not be applicable in a case where this Indenture or other Notes Document expressly requires that the Issuer obtains an Appraisal in respect of such specific Coverage Asset item.

“Asset Coverage Ratio” means, as of any date, the ratio of (a) the Appraised Value of the Coverage Assets as of such date to (b) the sum of (i) the aggregate principal amount of all Priority Lien Debt as of such date (including, other than for purposes of Section 4.16 hereof, without duplication of any outstanding principal amounts, the amount of any unfunded commitments under all revolving credit facilities (including the Revolving Credit Agreement) of the Issuer and its Restricted Subsidiaries) plus (ii) without duplication, any Senior Priority

Refinancing Indebtedness plus (iii) the aggregate outstanding amount of Currency under any Frequent Flyer Program as of such date that has been Disposed by the Issuer or any Restricted Subsidiary pursuant to a financing arrangement for cash in advance of such Currency being redeemed for goods or services provided by the Issuer or its Restricted Subsidiaries (“Pre-Sold Currency”).

“Asset Coverage Test” means, with respect to the applicable Reference Date, the Asset Coverage Ratio will not be less than [*].

“Bankruptcy Code” means Title 11 of the United States Code (11 U.S.C. § 101 et seq.), as it has been, or may be, amended, from time to time.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York (together with any other court having jurisdiction over any proceeding therein from time to time).

“Bankruptcy Law” means the Bankruptcy Code or any similar federal or state law for the relief of debtors.

“Board of Directors” means the board of directors of the Issuer or any committee thereof duly authorized to act on behalf of the board of directors of the Issuer.

“Business Day” means any day other than a Legal Holiday.

“Capital Lease Obligation” means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet prepared in accordance with IFRS, as in effect immediately prior to the adoption of IFRS 16 (Leases), and the Stated Maturity thereof shall 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 prepaid by the lessee without payment of a penalty.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity or exempted company, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

- (3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person,
- (5) but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

“Cargo Business Assets” means (a) all intercompany Aircraft leases in respect of freighter Aircraft used in the cargo business of the Issuer and its Restricted Subsidiaries, (b) all intercompany contracts providing rights to use the belly of passenger Aircraft for the cargo business of the Issuer and its Restricted Subsidiaries, (c) all accounts receivable in respect of the cargo business of the Issuer and its Restricted Subsidiaries and (d) all owned and leased real estate assets used in the cargo business of the Issuer and its Restricted Subsidiaries; provided that, for purposes of calculating the Asset Coverage Ratio and the Total Asset Coverage Ratio, the Cargo Business Assets shall not include any of the foregoing assets described in clauses (a) through (d) above to the extent owned or acquired by a Non-Guarantor Acquired Airline.

“Cargo Business Intellectual Property” means the Intellectual Property owned by the Issuer or any of its Restricted Subsidiaries that (i) is required or necessary to operate the cargo business of the Issuer and its Restricted Subsidiaries and (ii) is included as “LATAM Cargo Brand” in the most recent Appraisal in respect of Intellectual Property delivered pursuant to Section 4.15 or Section 4.26.

“Cash Equivalents” means each of the following:

(1) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one (1) year from the date of acquisition thereof;

(2) each Acceptable Letter of Credit;

(3) investments in commercial paper maturing within 365 days from the date of acquisition thereof and having, at such date of acquisition, a rating of at least A-2 (or the equivalent thereof) from S&P or P-2 (or the equivalent thereof) from Moody’s;

(4) investments in certificates of deposit (including investments made through an intermediary, such as the certificated deposit account registry service), banker’s acceptances, time deposits, eurodollar time deposits and overnight bank deposits maturing within one (1) year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank of recognized standing organized under the laws of the United States or any State thereof that has a combined capital and surplus and undivided profits of not less than [*];

(5) fully collateralized repurchase agreements with a term of not more than six (6) months for underlying securities that would otherwise be eligible for investment;

(6) investments in money in an investment company registered under the Investment Company Act of 1940, as amended, or in pooled accounts or funds offered through mutual funds, investment advisors, banks and brokerage houses which invest its assets in obligations of the type described in clauses (1) through (5) above. This could include, but not be limited to, money market funds or short-term and intermediate bonds funds;

(7) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA (or the

equivalent thereof) by S&P and Aaa (or the equivalent thereof) by Moody's and (iii) have portfolio assets of at least [*];

(8) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A- by S&P or A3 by Moody's;

(9) any other securities or pools of securities that are classified under IFRS as Cash Equivalents or short-term investments on a balance sheet; and

(10) instruments or investments denominated in any currency that have a comparable tenor and credit quality to those referred to above (as determined by the Issuer in good faith) and (x) are customarily utilized in the countries in which such instrument is used or investment is made or (y) are consistent with the cash management practices of the Issuer (as determined by the Issuer in good faith).

"Cayman Companies Act" means the Companies Act (as revised) of the Cayman Islands.

[*]

"Clearstream" Clearstream Banking, société anonyme.

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all assets and properties (real and personal) of the Issuer and the Guarantors now owned or hereafter acquired upon which Liens have been granted to the Collateral Trustee or a Local Collateral Agent, as applicable, to secure the Notes Obligations or any other Priority Lien Obligations, including without limitation any Additional Collateral and all of the "Collateral" (or such other equivalent term in the Security Documents) as defined in, and pledged pursuant to, the Security Documents (but excluding all such assets and properties released from such Liens pursuant to the applicable Security Document), together with all proceeds of the foregoing (including, without limitation, proceeds from Dispositions of the foregoing). For the avoidance of doubt, the Collateral includes the Permanent Collateral and the Supplemental Collateral (other than any Released Assets).

“Collateral Trust Agreement” means that certain Collateral Trust Agreement, dated as of October 12, 2022, among the Issuer, Professional Airline Services, Inc. and the Guarantors from time to time party thereto, the Revolver Administrative Agent, the Trustee, the Collateral Trustee, each Local Collateral Agent from time to time party thereto and each other Priority Lien Representative (as defined in the Collateral Trust Agreement) from time to time party thereto, as the same may be amended, restated, modified, supplemented, extended or amended and restated from time to time in accordance with the terms thereof.

“Collateral Trustee” means Wilmington Trust, National Association, in its capacity as Collateral Trustee under the Collateral Trust Agreement, together with its successors in such capacity.

“Consolidated EBITDAR” means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication:

- (1) an amount equal to any extraordinary, unusual, exceptional or nonrecurring loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with any Disposition of assets, to the extent such losses were deducted in computing such Consolidated Net Income; plus
- (2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus
- (3) the Fixed Charges of such Person and its Restricted Subsidiaries, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; plus
- (4) any foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such losses were deducted in computing such Consolidated Net Income; plus
- (5) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash charge or expense that was paid in a prior period) of such Person and its Restricted Subsidiaries to the extent that such depreciation, amortization and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; plus
- (6) the amortization of debt discount to the extent that such amortization was deducted in computing such Consolidated Net Income; plus
- (7) deductions for grants to any employee of Issuer or its Restricted Subsidiaries of any Equity Interests during such period to the extent deducted in computing such Consolidated Net Income; plus
- (8) any net loss arising from the sale, exchange or other disposition of capital assets by Issuer or its Restricted Subsidiaries (including any fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets and all securities) to the extent such loss was deducted in computing such Consolidated Net Income; plus

(9) any losses arising under fuel hedging arrangements entered into prior to the Issue Date and any losses actually realized under fuel hedging arrangements entered into after the Issue Date, in each case to the extent deducted in computing such Consolidated Net Income; plus

(10) proceeds from business interruption insurance for such period, to the extent not already included in computing such Consolidated Net Income; plus

(11) any expenses and charges that are covered by indemnification or reimbursement provisions in connection with any permitted acquisition, merger, disposition, incurrence of Indebtedness, issuance of Equity Interests or any investment to the extent (a) actually indemnified or reimbursed and (b) deducted in computing such Consolidated Net Income; plus

(12) non-cash items, other than the accrual of revenue in the ordinary course of business, to the extent such amount increased such Consolidated Net Income; plus

(13) the amount of any minority interest expense consisting of Restricted Subsidiary income attributable to minority equity interests of third parties in any non-wholly-owned Subsidiary; plus

(14) aircraft rentals expenses; plus

(15) restructuring charges, accruals or reserves (including restructuring and integration costs related to acquisitions and adjustments to existing reserves), integration and facilities opening costs or other business optimization expenses or one-time restructuring costs incurred in connection with acquisitions made after the Issue Date; minus

(16) the sum of (A) income tax credits and (B) interest income included in computing such Consolidated Net Income,

in each case, determined on a consolidated basis in accordance with IFRS.

“Consolidated Liquidity” means, as of any date, the sum of (i) the Unrestricted Cash Amount as of such date, (ii) the aggregate principal amount committed and available to be drawn by the Issuer and its Restricted Subsidiaries (taking into account all borrowing base limitations, collateral coverage requirements and other restrictions on borrowing in effect as of such date) under all revolving credit facilities (including the Revolving Credit Agreement) of the Issuer and its Restricted Subsidiaries and (iii) the net proceeds, as determined by the Issuer in good faith (after giving effect to any expected repayment of existing indebtedness using such proceeds) of any offerings of “securities” (as defined under the Securities Act) in (a) a public offering registered under the Securities Act, or (b) an offering not required to be registered under the Securities Act (including, without limitation, a private placement under section 4(a)(2) of the

Securities Act, an exempt offering pursuant to Rule 144A and/or Regulation S of the Securities Act and an offering of exempt securities) of the Issuer or any of its Restricted Subsidiaries that has priced but has not yet closed (until the earliest of the closing thereof, the termination thereof without closing or the date that falls five (5) Business Days after the initial scheduled closing date thereof).

“Consolidated Net Income” means, with respect to any specified Person for any period, the aggregate of the net income (or loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (or loss) of any Unrestricted Subsidiary of such Person), determined in accordance with IFRS and without any reduction in respect of preferred stock dividends; provided that:

(1) all net after-tax extraordinary, non-recurring or unusual gains or losses and all gains or losses realized in connection with the Disposition of securities by such Person or the early extinguishment of Indebtedness of such Person, together with any related provision for Taxes on any such gain, will be excluded;

(2) the net income of any Unrestricted Subsidiary or any other Person that is not the specified Person or a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included for such period only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the specified Person;

(3) the net income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted (x) without any prior governmental approval (that has not been obtained) or (y) directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(4) the cumulative effect of a change in accounting principles on such Person will be excluded;

(5) any non-cash compensation expense recorded from grants by such Person of stock appreciation or similar rights, stock options or other rights to officers, directors or employees, will be excluded;

(6) the effect on such Person of any non-cash items resulting from any amortization, write-up, writedown or write-off of assets (including intangible assets, goodwill and deferred financing costs) in connection with any acquisition, Disposition, merger, consolidation or similar transaction or any other non-cash impairment charges incurred subsequent to the Issue Date resulting from the application of Financial Accounting Standards Board Accounting Standards Codifications 205 – Presentation of

Financial Statements, 350 – Intangibles – Goodwill and Other, 360 – Property, Plant and Equipment and 805 – Business Combinations or, to the extent applicable, the equivalent standard under IFRS (excluding any such non-cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period except to the extent such item is subsequently reversed), will in each case be excluded;

(7) any provision for income tax reflected on such Person's financial statements for such period will be excluded to the extent such provision exceeds the actual amount of taxes paid in cash during such period by such Person and its consolidated Subsidiaries;

(8) any gain (or loss) attributable to the mark to market movement in the valuation of hedging obligations or other derivative instruments pursuant to FASB Accounting Standards Codification 815 – Derivatives and Hedging or mark to market movement of other financial instruments pursuant to FASB Accounting Standards

Codification 825 – Financial Instruments or, to the extent applicable, the equivalent standard under IFRS, will be excluded; provided that any cash payments or receipts relating to transactions realized in a given period shall be taken into account in such period;

(9) any gain (or loss) on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or income (or loss) from closed or discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to Dispose of such operations, only when and to the extent such operations are actually Disposed of) will be excluded; and

(10) any non-cash gain (or loss) related to currency remeasurements of Indebtedness (including the net loss or gain resulting from Currency Agreements and revaluations of intercompany balances or any other currency-related risk), unrealized or realized net foreign currency translation or transaction gains or losses impacting net income will be excluded.

“Consolidated Total Assets” means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of the Issuer and its consolidated Restricted Subsidiaries as the total assets of the Issuer and its consolidated Restricted Subsidiaries in accordance with IFRS.

“Contingent Obligations” means, at any time, any obligations for fees, taxes, costs, indemnifications, reimbursements, damages and other liabilities in respect of which no claim or demand for payment has been made at such time.

“Controlling Representative” shall have the meaning assigned to such term in the Collateral Trust Agreement.

“Corporate Trust Office of the Trustee” will be at the address of the Trustee specified in Section 13.01 hereof or such other address as to which the Trustee may give notice to the Issuer.

“Coverage Assets” means (a) the Frequent Flyer Program Assets of the Issuer and the Guarantors, (b) the Cargo Business Assets of the Issuer and the Guarantors, (c) Intellectual Property constituting Collateral, (d) Pledged SGR, in each case held at Eligible Airports and (e) any Additional Collateral not covered by the foregoing clauses; provided that in the case of clauses (b), (c) and (d) of this definition, the “Coverage Assets” shall not include any Released

Assets or any Cargo Business Assets excluded from the definition hereof pursuant to Section 4.26(d).

“Credit Facilities” means, one or more debt facilities (including, without limitation, the Revolving Credit Agreement) or, commercial paper facilities, reimbursement agreements or other agreements providing for the extension of credit, or securities purchase agreements, indentures or similar agreements, whether secured or unsecured, in each case, with banks, insurance companies, financial institutions or other institutional lenders or investors providing for, or acting as initial purchasers of, revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or, letters of credit, surety bonds, insurance

products or the issuance and sale of securities, in each case, as amended, restated, modified, renewed, extended, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

“Currency” means miles, points and/or other units that are a medium of exchange constituting a convertible, virtual and private currency that is tradeable property and that can be sold or issued to persons.

“Currency Agreement” means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement.

“Custodian” means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

“Default” means any event that, unless cured or waived, is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Deferred Asset” shall have the meaning assigned to such term in the Pledge and Security Agreement.

“Definitive Note” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the applicable form of Exhibit A hereto except that such Note shall not bear the Global Note Legend and shall not have the “Schedule of Exchanges of Interests in the Global Note” attached thereto.

“Deposit Account” shall have the meaning assigned to such term in the Pledge and Security Agreement.

“Depository” means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03 hereof as the Depository with respect to the Notes, and any and all successors thereto appointed as depository hereunder and having become such pursuant to the applicable provision of this Indenture.

“Disposition” means, with respect to any property, any sale (including conditional sale), lease, sale and leaseback, conveyance, transfer or other disposition thereof (including by means of a Restricted Payment or an Investment). The terms “Dispose,” “Disposes” and “Disposed of” shall have correlative meanings.

“Disqualified Stock” means, as determined for purposes of covenants herein with respect to the Notes, any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale), is convertible or exchangeable for Indebtedness or Disqualified Stock, or is redeemable at the option of the holder of the Capital Stock, in whole or in part (other than as a result of a change of

control or asset sale), on or prior to the date that is 91 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Issuer to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Issuer may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.06. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Indenture will be the maximum amount that the Issuer and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

“Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to any amount denominated in any other currency, the equivalent amount thereof in Dollars as determined in accordance with Section 1.04 hereof.

“Dollars” and “\$” mean lawful money of the United States of America.

“DOT” means the U.S. Department of Transportation and any successor thereto.

“Eligible Airport” means John F. Kennedy International Airport, Heathrow Airport or any other airport proposed by the Issuer that is reasonably acceptable to the Controlling Representative.

“Engine” means an engine used, or intended to be used, to propel an Aircraft, including a Part, appurtenance, and accessory of such Engine and any records relating to such Engine.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“Equity Offering” means (x) a sale of Capital Stock (other than through the issuance of Disqualified Stock or through an Excluded Contribution) other than (a) offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions or other securities of the Issuer and (b) issuances of Capital Stock to any Subsidiary of the Issuer or (y) a cash equity contribution to the Issuer.

“ERISA Legend” means the legend set forth in Section 2.06(f)(3) hereof, which is required to be placed on all Global Notes issued under this Indenture.

“Euroclear” means Euroclear Bank, S.A./N.V., as operator of the Euroclear system.

“Event of Loss” means, with respect to any Collateral, any of the following events: (i) the destruction of or damage to such property that renders repair uneconomic or that renders such property permanently unfit for normal use; (ii) any damage or loss to or other circumstance with respect to such property that results in an insurance settlement with respect to such property on

the basis of a total loss, or a constructive or arranged total loss; (iii) the confiscation or nationalization of, or requisition of title to such property by any Governmental Authority; (iv) the theft or disappearance of such property that shall have resulted in the loss of possession of such property by the Issuer or any Guarantor for a period in excess of thirty (30) days; or (v) the seizure of, detention of or requisition for use of, such property by any Governmental Authority that shall have resulted in the loss of possession of such property by the Issuer or any Guarantor and such requisition for use shall have continued beyond the earlier of (A) sixty (60) days and (B) the date of receipt of insurance or condemnation proceeds with respect thereto.

An Event of Loss shall be deemed to have occurred:

- (1) in the case of an actual total loss, at 12 midnight (London time) on the actual date the relevant Collateral was lost;
- (2) in the case of any of the events described in paragraph (i) of the definition of Event of Loss above (other than an actual total loss), upon the date of occurrence of such destruction, damage or rendering unfit;
- (3) in the case of any of the events described in paragraph (ii) of the definition of Event of Loss above (other than an actual total loss), the date and time at which either a total loss is subsequently admitted by the insurers or a competent court or arbitration tribunal issues a judgment to the effect that a total loss has occurred;
- (4) in the case of any of the events referred to in paragraph (iii) of the definition of Event of Loss above, upon the occurrence thereof; and
- (5) in the case of any of the events referred to in paragraphs (iv) and (v) of the definition of Event of Loss above, upon the expiration of the period of time specified therein.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Rate” means, on any day, with respect to conversions from any Non-U.S. Currency to Dollars, (i) the rate of exchange for the purchase of Dollars with such Non-U.S. Currency last provided by Reuters on the Business Day (New York City time) immediately preceding the date of determination or (ii) if at the time of any such determination, no such rate pursuant to clause (i) is being provided, then the Issuer may, at its election, use any customary method that it reasonably determines in good faith is an appropriate substitute to determine such rate and shall promptly notify the Trustee of such substitute. The Issuer shall promptly provide

the Trustee with the then current Exchange Rate used by the Issuer upon the Trustee's request therefor.

“Excluded Aircraft Subsidiary” means (a) any Subsidiary involved or contemplated to be involved in an Aircraft Financing, where substantially all of the assets of such Subsidiary consists of an interest in Aircraft (including airframes), Engines, Spare Parts, intercompany obligations, cash and/or Cash Equivalents and that owns no Significant Assets other than Aircraft Financing Related Cargo Business Assets as a result of the relevant Subsidiary being a party to an intercompany lease or contract and (b) any Subsidiary that owns the Equity Interest in one or more Subsidiaries referred to in clause (a) and no other material assets.

“Excluded Assets” shall have the meaning provided in the Pledge and Security Agreement.

“Excluded Contributions” means net cash proceeds received by the Issuer after the Exit Conversion Date from:

- (1) contributions to its common equity capital (other than from any Subsidiary); or
- (2) the sale (other than to a Subsidiary or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Issuer or any Subsidiary) of Qualifying Equity Interests,

in each case designated as Excluded Contributions pursuant to an Officer’s Certificate executed on or around the date such capital contributions are made or the date such Equity Interests are sold, as the case may be. Excluded Contributions will not be considered to be net proceeds of Qualifying Equity Interests for purposes of Section 4.06(a)(2)(C) hereof.

“Excluded Subsidiary” means any Subsidiary of the Issuer (a) that is not or ceases to be a Subsidiary in which at least 85% of its capital stock is owned by the Issuer or another Subsidiary of the Issuer, other than due to a minority interest required to comply with a local ownership requirement; provided that this clause (i) shall not apply to [*], and any other Restricted Subsidiary of the Issuer that the Issuer may elect to exclude from time to time from the application of this clause (a) by written notice to the Trustee (which election may be subsequently revoked by the Issuer from time to time by written notice to the Trustee), (b) that is prohibited or restricted by applicable law, or regulation from being or becoming a Guarantor, (c) that is subject to any contract or other restrictions existing prior to the Issue Date or the date such entity is acquired by the Issuer or a Restricted Subsidiary of the Issuer, as applicable, that prohibits such Subsidiary from providing a Note Guarantee, (d) for which the Issuer and the Controlling Representative (with respect to the corresponding requirement under the applicable Priority Lien Documents) mutually agree that the granting or maintenance of a Note Guarantee by such Subsidiary would result in material adverse tax consequences to the Issuer or any of its Restricted Subsidiaries, (e) that is a captive insurance company, special purpose entity, securitization, receivables subsidiary, not-for-profit subsidiary or Excluded Aircraft Subsidiary, (f) that is a Non-Guarantor Acquired Airline or (g) at the election of the Issuer by written notice to the Trustee, [*], or any other Restricted Subsidiary of the Issuer that owns Significant Assets, in the good faith determination of the Issuer (i) in an aggregate amount not to exceed [*] and (ii) together with all other Restricted Subsidiaries excluded pursuant to this clause (g), in an aggregate amount

not to exceed [*] (provided that any such election pursuant to this clause (g) may be subsequently revoked and reallocated to any other Restricted Subsidiary from time to time); provided, further, that “Excluded Subsidiary” shall not include any Designated Guarantor that becomes a Guarantor pursuant to Section 4.13 hereof for as long as such Subsidiary remains a Designated Guarantor.

“Exit Conversion Date” means November 3, 2022.

“FAA” means the Federal Aviation Administration of the United States of America and any successor thereto.

“Fair Market Value” means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors or an officer of the Issuer (unless otherwise provided in this Indenture); provided that the Board of Directors or such officer of the Issuer, as applicable, shall be permitted to consider the circumstances existing at such time (including, without limitation, economic or other conditions affecting the U.S. airline industry generally and any relevant legal compulsion, judicial proceeding or administrative order or the possibility thereof) in determining such Fair Market Value in connection with such transaction; and provided, further, that nothing herein shall be construed as a limitation of the fiduciary duties of the Board of Directors pursuant to applicable law.

“Fitch” means Fitch, Inc., also known as Fitch Ratings, and its successors.

“Fixed Charge Coverage Ratio” means as of any date of determination, with respect to any Person, the ratio of (x) the aggregate amount of Consolidated EBITDAR of such Person for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal financial statements prepared on a consolidated basis in accordance with IFRS are available to (y) Fixed Charges for such four fiscal quarters.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness will be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term in excess of twelve months). If any Indebtedness that is being given pro forma effect bears an interest rate at the option of the Issuer, the interest rate shall be calculated by applying such optional rate chosen by the Issuer. In making any pro forma calculation, the amount of Indebtedness under any revolving Credit Facility outstanding on the date of determination (other than any Indebtedness incurred under such facility in connection with the transaction giving rise to the need to calculate the Fixed Charge Coverage Ratio) will be deemed to be (i) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which such facility was outstanding or (ii) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such determination.

“Fixed Charges” shall mean, with respect to any specified Person for any period, the sum, without duplication, of:

- (1) the consolidated interest expense (net of interest income) of such Person and its Restricted Subsidiaries for such period to the extent that such interest expense is payable in cash (and such interest income is receivable in cash); plus
- (2) any interest expense actually paid in cash for such period by such specified Person on Indebtedness of another Person that is guaranteed by such specified

Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such specified Person or one of its Restricted Subsidiaries,

all as determined on a consolidated basis in accordance with IFRS.

“Frequent Flyer Program” means any customer loyalty program available to individuals that is operated, owned or controlled, directly or indirectly, by the Issuer or any of its Restricted Subsidiaries and which loyalty program grants members in such program Currency based on a member’s purchasing behavior and that entitles a member to accrue and redeem such Currency for a benefit or reward, including flights and/or other goods and services.

“Frequent Flyer Program Agreements” means all currently existing, future and successor co-branding agreements, partnering agreements, airline-to-airline frequent flyer program agreements or similar agreements related to or entered into in connection with a Frequent Flyer Program.

“Frequent Flyer Program Assets” means (a) all Frequent Flyer Program Agreements, (b) Intellectual Property owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by the Issuer or any of its Restricted Subsidiaries that is specifically identified and required or necessary to operate a Frequent Flyer Program, (c) customer data (i) owned, or later developed or acquired and owned or purported to be owned, by the Issuer or any of its Restricted Subsidiaries and (ii) used, generated or produced as part of a Frequent Flyer Program (including a list of all members and profile data for each member), (d) all currently existing or future intercompany agreements governing the sale, transfer or redemption of Currency under any Frequent Flyer Program (“Intercompany Frequent Flyer Agreements”) and (e) accounts receivable in respect of any Frequent Flyer Program, including accounts receivable arising under Frequent Flyer Program Agreements or Intercompany Frequent Flyer Agreements; provided that, for purposes of calculating the Asset Coverage Ratio and the Total Asset Coverage Ratio, as of any date of determination, the Frequent Flyer Program Assets shall not include any of the foregoing assets described in clauses (a) through (e) above to the extent owned or acquired by a Non-Guarantor Acquired Airline, as of such date.

“Fuel Hedging Agreement” means any spot, forward or option fuel price protection agreements and other types of fuel hedging agreements or economically similar arrangements designed to protect against or manage exposure to fluctuations in fuel prices.

“Gate Leaseholds” means, at any time, all of the right, title, privilege, interest and authority, now held or hereafter acquired, of the Issuer or any Guarantor in connection with the

right to use or occupy holdroom and passenger boarding and deplaning space in an airport terminal at any airport at which the Issuer or such Guarantor conducts scheduled operations.

“Global Note Legend” means the legend set forth in Section 2.06(f)(2) hereof, which is required to be placed on all Global Notes issued under this Indenture.

“Global Notes” means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes deposited with or on behalf of and registered in the name of

the Depositary or its nominee, substantially in the form of Exhibit A hereto and that bears the Global Note Legend and that has the “Schedule of Exchanges of Interests in the Global Note” attached thereto, issued in accordance with Section 2.01 or 2.06(b)(3), 2.06(b)(4), 2.06(d)(2) or 2.06(d)(3).

“Governmental Authority” means the government of Chile, the United States of America, Peru, Colombia, Ecuador, Brazil and any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank organization, or other entity exercising executive, legislative, judicial, taxing or regulatory powers or functions of or pertaining to government. Governmental Authority shall not include any Person in its capacity as an Airport Authority.

“Government Securities” means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

“Guarantee” means a guarantee (other than (a) by endorsement of negotiable instruments for collection or (b) customary contractual indemnities, in each case in the ordinary course of business), direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions).

“Guarantor” means, collectively, each Subsidiary of the Issuer (including any Designated Guarantor) that is either (i) party to this Indenture on the Issue Date or (ii) becomes a guarantor pursuant to Section 4.13 hereof.

“Guaranty and Security Principles” shall have the meaning assigned to such term in the Collateral Trust Agreement.

“Hedging Agreement” means any Interest Rate Agreement, any Currency Agreement, any Fuel Hedging Agreement and any other derivative or hedging contract, agreement, confirmation or other similar transaction or arrangement that is entered into by the Issuer or any Guarantor, including any commodity or equity exchange, swap, collar, cap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or forward rate agreement, spot or forward foreign currency or commodity purchase or sale, listed or over-the-counter option or similar derivative right related to any of the foregoing, non-deliverable forward or option, foreign currency swap

agreement, currency exchange rate price hedging arrangement or other arrangement designed to protect against fluctuations in interest rates or currency exchange rates, commodity, currency or securities values, or any combination of the foregoing agreements or arrangements.

“Hedging Obligations” means obligations under or with respect to Hedging Agreements.

“Holder” means a Person in whose name a Note is registered.

“IATA” means the International Air Transport Association and any successor thereto.

“IFRS” means the International Financial Reporting Standards.

“Indebtedness” means, with respect to any specified Person, any indebtedness of such Person (excluding advance ticket sales, accrued expenses and trade payables), whether or not contingent:

- (1) in respect of borrowed money;
- (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (3) in respect of banker’s acceptances;
- (4) representing Capital Lease Obligations;
- (5) representing the balance deferred and unpaid of the purchase price of any property or services due more than eighteen (18) months after such property is acquired or such services are completed, but excluding in any event trade payables arising in the ordinary course of business;
- (6) representing any Hedging Obligations; or
- (7) representing Disqualified Stock,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with IFRS. In addition, the term “Indebtedness” includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person. Indebtedness shall be calculated without giving effect to the effects of IFRS 9, Chapter 6 – Hedge Accounting (or any successor provision thereto) and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

“Indenture” means this Indenture, as amended or supplemented from time to time.

“Indirect Participant” means a Person who holds a beneficial interest in a Global Note through a Participant.

“Initial Appraisals” means, collectively, the report of (a) BK Associates, Inc., dated as of February 14, 2022, setting forth the Appraised Value of the Cargo Business Assets of the Issuer and the Guarantors; (b) BK Associates, Inc., dated as of February 11, 2022, setting forth the Appraised Value of the Frequent Flyer Program Assets of the Issuer and the Guarantors; (c) Ocean Tomo, LLC, dated as of February 17, 2022, setting forth the Appraised Value of Intellectual Property of the Issuer and the Guarantors; (d) mba Aviation, dated as of December 23, 2021, setting forth the Appraised Value of certain Routes in Brazil; (e) ICF SH&E Limited,

dated as of December 17, 2021, setting forth the Appraised Value of certain Slots and Routes; (f) mba Aviation, dated as of December 23, 2021, setting forth the Appraised Value of certain Routes in Peru; (g) mba Aviation, dated as of December 23, 2021, setting forth the Appraised Value of certain Routes in Chile; (h) mba Aviation, dated as of December 23, 2021, setting forth the Appraised Value of certain Routes in Colombia; (i) mba Aviation, dated as of December 17, 2021, setting forth the Appraised Value of certain Slots; and (j) AVITAS, Inc., dated as of February 8, 2022, setting forth the Appraised Value of certain Aircrafts and Engines, in each case as delivered to the Collateral Trustee by the Issuer pursuant to Section 4.15 hereof.

“Initial Appraiser” means, collectively, (a) BK Associates, Inc. (as it relates to appraisals of any Cargo Business Assets or any Frequent Flyer Program Assets); (b) Ocean Tomo, LLC, (as it relates to any Intellectual Property); (c) mba Aviation (as it relates to Slots and Routes); (d) ICF SH&E Limited (as it related to Slots and Routes); and (e) AVITAS, Inc. (as it relates to Aircrafts and Engines).

“Initial Notes” means the \$800.0 million aggregate principal amount of Notes issued under this Indenture on the Issue Date.

“Initial Purchasers” means Goldman Sachs & Co. LLC, Deutsche Bank Securities Inc., Santander US Capital Markets LLC, Barclays Capital Inc., BNP Paribas Securities Corp., Citigroup Global Markets Inc., J.P. Morgan Securities LLC, MUFG Securities Americas Inc. and Natixis Securities Americas LLC.

“Insolvency or Liquidation Proceeding” shall have the meaning given to such term in the Collateral Trust Agreement.

“Intellectual Property” shall have the meaning given to such term in the Pledge and Security Agreement.

“Intellectual Property Security Agreement” shall have the meaning given to such term in the Pledge and Security Agreement.

“Intercompany Note” means a subordinated global promissory note among the Issuer and the Guarantors and certain other Restricted Subsidiaries that are not Issuer and the Guarantors substantially in the form attached hereto as Exhibit E.

“Intercreditor Agreements” means, collectively, the Junior Lien Intercreditor Agreement and any other junior lien intercreditor agreement or other subordination agreement entered into pursuant to terms of the Priority Lien Documents.

“Interest Rate Agreement” means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement.

“Investments” means, with respect to any Person, all direct or indirect investments made from and after the Issue Date by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees), capital contributions or advances (but excluding advance payments and deposits for goods and services and similar advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities of other Persons, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with IFRS. If the Issuer or any Restricted Subsidiary of the Issuer sells or otherwise Disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Issuer after the Issue Date such that, after giving effect to any such sale or Disposition, such Person is no longer a Restricted Subsidiary of the Issuer, the Issuer will be deemed to have made an Investment on the date of any such sale or Disposition equal to the Fair Market Value of the Issuer’s Investments in such Subsidiary that were not sold or Disposed of in an amount determined as provided in Section 4.06(d). Notwithstanding the foregoing, any Equity Interests retained by the Issuer or any of its Subsidiaries after a Disposition or dividend of assets or Capital Stock of any Person in connection with any partial “spin-off” of a Subsidiary or similar transactions shall not be deemed to be an Investment. The acquisition by the Issuer or any Restricted Subsidiary of the Issuer after the Issue Date of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in Section 4.06(d). Except as otherwise provided in this Indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

“Issue Date” means July 7, 2025.

“Junior Lien” means a Lien granted by a Security Document to the Collateral Trustee, at any time, upon any property of the Issuer or any Guarantor to secure Junior Lien Obligations.

“Junior Lien Documents” means, collectively any indenture, credit agreement or other agreement governing each Series of Junior Lien Indebtedness and the security documents related thereto.

“Junior Lien Indebtedness” means, with respect to the Notes, any Indebtedness incurred by the Issuer or a Guarantor that is secured by all or a portion of the Collateral on a junior lien basis to the Liens on the Collateral securing the Notes Obligations; provided that (a) such Indebtedness is subordinated in right of payment to such Notes Obligations pursuant to the Junior

Lien Intercreditor Agreement or otherwise on terms reasonably satisfactory to the Controlling Representative; provided that, for clarity, any Permitted Refinancing Indebtedness in respect of Priority Lien Debt (or any successive Permitted Refinancing Indebtedness) may be pari passu in right of payment to the Obligations, (b) the Liens on Collateral, if any, securing such Indebtedness are junior to the Liens on the Collateral securing the Obligations pursuant to the Junior Lien Intercreditor Agreement or otherwise on terms reasonably satisfactory to the Controlling Representative, (c) such Indebtedness matures no earlier than the date on which the Notes mature, (d) such Indebtedness has a Weighted Average Life to Maturity no shorter than

the Weighted Average Life to Maturity of the Notes, (e) is not subject to any Guarantee by any Person other than the Issuer or any Guarantor and (f) such Indebtedness is secured only by Collateral.

“Junior Lien Intercreditor Agreement” means a junior lien intercreditor agreement to be entered into from time to time substantially in the form of an exhibit to the Collateral Trust Agreement.

“Junior Lien Obligations” means Junior Lien Indebtedness and all other Obligations in respect thereof under the Junior Lien Documents.

“Junior Lien Representative” means the trustee, agent or representative of the holders of any Series of Junior Lien Indebtedness who maintains the transfer register for such Series of Junior Lien Indebtedness and (x) is appointed as a Junior Lien Representative (for purposes related to the administration of the security documents) pursuant to the credit agreement, indenture or other agreement governing such Series of Junior Lien Indebtedness, together with its successors in such capacity, and (y) has executed a Lien Sharing and Priority Confirmation.

“Legal Holiday” means a Saturday, a Sunday or a day on which banking institutions in the City of New York or Santiago, Chile or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, assignment by way of security, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (but excluding any lease, sublease, use or license agreement or similar arrangement by the Issuer or any Guarantor described in clauses (7) or (8) of the definition of “Permitted Disposition”), including any conditional sale or other title retention agreement, any option or other agreement to sell or give a security interest in and, except in connection with any Qualified Receivables Transaction, any agreement to give any financing statement under the UCC (or equivalent statutes) of any jurisdiction.

“Lien Sharing and Priority Confirmation” means as to any Series of Priority Lien Debt incurred after the Issue Date, the written agreement of the holders of Priority Lien Obligations (or the Priority Lien Representative with respect to such Series of Priority Lien Debt), as set forth in

the applicable Priority Lien Document governing such Series of Priority Lien Debt, for the benefit of all holders of Priority Lien Obligations:

(1) that all Priority Lien Obligations will be and are secured equally and ratably, subject to the priorities and rights set forth in the Collateral Trust Agreement, by all Liens at any time granted by the Issuer or any Guarantor to the Collateral Trustee (or, where applicable, a Local Collateral Agent) to secure the Priority Lien Obligations in respect of such Series of Priority Lien Debt and that all such Liens will be enforceable by the Collateral Trustee and such Local Collateral Agent (acting at the direction of the Collateral Trustee) for the benefit of all holders of Priority Lien Obligations equally and

ratably all of the foregoing, subject in each case to the priorities and rights set forth in the Collateral Trust Agreement;

(2) that the holders of Obligations in respect of such Series of Priority Lien Debt are bound by the provisions of the Collateral Trust Agreement, including the provisions relating to the ranking of Liens and the order of application of proceeds from enforcement of Liens; and

(3) consenting to the terms of the Collateral Trust Agreement and the Collateral Trustee's and each Local Collateral Agent's performance of, and directing the Collateral Trustee and each Local Collateral Agent to perform its obligations under, the Collateral Trust Agreement and the other Security Documents.

"Local Collateral Agency Agreements" shall have the meaning assigned to such term in the Collateral Trust Agreement.

"Local Collateral Agents" shall have the meaning assigned to such term in the Collateral Trust Agreement.

"Material Adverse Effect" means a material adverse effect on (a) the consolidated business, operations or financial condition of the Issuer and its Restricted Subsidiaries, taken as a whole, (b) the validity or enforceability of the Notes, the Note Guarantees, this Indenture or any material Security Documents or the material rights or remedies of the Trustee, the Collateral Trustee and the Holders of the Notes or (c) the ability of the Issuer and Guarantors, collectively, to pay the Obligations or otherwise perform their material obligations under the Notes Documents.

"Material Indebtedness" means Indebtedness of the Issuer and/or Guarantors (other than the Notes) outstanding under the same agreement in a principal amount exceeding [*].

"Material Pledged Routes" means the [*] Routes of the Issuer and the Guarantors with the highest revenues from ticket revenues during the [*] calendar year.

"Material Pledged Slots" means the Slots of the Issuer or any Guarantor held at John F. Kennedy International Airport and London Heathrow Airport.

"Moody's" means Moody's Investors Service, Inc. and its successors.

“Net Proceeds” means (i) with respect to any incurrence of Indebtedness, the cash received by the Issuer or any Guarantor in respect of such incurrence net of fees, commissions, taxes, costs and expenses incurred in connection therewith and (ii) the aggregate cash and Cash Equivalents received by the Issuer or any of its Restricted Subsidiaries in respect of any Disposition (including, without limitation, any cash or Cash Equivalents received in respect of or upon the sale or other disposition of any non-cash consideration received in any Disposition) or Recovery Event, net of (a) the direct costs and expenses relating to such Disposition and incurred by the Issuer or a Restricted Subsidiary (including the sale or disposition of such non-cash consideration) or any such Recovery Event, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result

of the Disposition or Recovery Event, (b) any Taxes paid or payable as a result of the Disposition or Recovery Event, in each case, after taking into account any available Tax credits or deductions and any Tax sharing arrangements; (c) any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with IFRS; (d) any portion of the purchase price from a Disposition placed in escrow pursuant to the terms of such Disposition (either as a reserve for adjustment of the purchase price, or for satisfaction of indemnities in respect of such Disposition) until the termination of such escrow; and (e) with respect to (i) any Disposition of Significant Assets that are not Collateral or (ii) any Recovery Event in respect of Significant Assets that are not Collateral, any portion of the aggregate cash and Cash Equivalents received by the Issuer or any of its Restricted Subsidiaries in respect of such Disposition that are required to be applied to any contractual arrangement permitted by this Indenture or any financing arrangement that is secured by such Significant Assets.

“Non-Guarantor Acquired Airline” means any Restricted Subsidiary acquired by the Issuer after the Issue Date that owns a passenger airline and is not principally a cargo business for so long as such Restricted Subsidiary operates its cargo business and its Frequent Flyer Program business separately from, and on an arms’ length basis with, the Issuer.

“Non-Recourse Debt” means Indebtedness:

(1) as to which neither the Issuer, nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise; and

(2) as to which the holders of such Indebtedness do not otherwise have recourse to the stock or assets of the Issuer or any of its Restricted Subsidiaries (other than the Equity Interests of an Unrestricted Subsidiary).

“Non-U.S. Aviation Authority” means any non-U.S. governmental, quasi-governmental, regulatory or other agency, public corporation or private entity that exercises jurisdiction over the issuance or authorization (a) to serve any non-U.S. point on any flights that the Issuer or any Guarantor is serving at any time and/or to conduct operations related to routes or gates that constitute Significant Assets and/or (b) to hold and operate any Non-U.S. Slots at any time.

“Non-U.S. Currency” shall mean any currency other than Dollars.

“Non-U.S. IP Security Agreements” shall have the meaning assigned to such term in the Pledge and Security Agreement.

“Non-U.S. Person” means a Person who is not a U.S. Person.

“Non-U.S. Pledge Agreements” shall have the meaning given to such term in the Collateral Trust Agreement.

“Non-U.S. Slot” means any Slot of any Person at any airport outside the United States that is an origin and/or destination point.

“Note Guarantees” means the Guarantee by each Guarantor of the Issuer’s obligations under this Indenture and the Notes pursuant to the provisions of this Indenture.

“Notes” has the meaning assigned to it in the preamble to this Indenture. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture, and unless the context otherwise requires, all references to the Notes shall include the Initial Notes and any Additional Notes.

“Notes Documents” means the Notes, this Indenture, the Security Documents and any other instrument or agreement (which is designated as a Notes Document herein and therein) executed and delivered by the Issuer or a Guarantor to the Trustee, the Collateral Trustee or a Local Collateral Agent, in each case, as the same may be amended, restated, modified, supplemented, extended or amended and restated from time to time in accordance with the terms hereof.

“Notes Obligations” means the Obligations with respect to the Notes and the related Note Guarantees and under this Indenture.

“Obligations” means, with respect to any Indebtedness, any principal (including reimbursement obligations with respect to letters of credit whether or not drawn), interest (including all interest and fees accrued thereon after the commencement of any Insolvency or Liquidation Proceeding at the rate, including any applicable post-default rate, specified in such indebtedness, even if such interest or fees are not enforceable, allowable or allowed as a claim in such proceeding), premium (if any), fees, indemnifications, reimbursements, expenses and other liabilities, in each case payable under the documentation governing such Indebtedness.

“Offering Memorandum” the Issuer’s Offering Memorandum dated June 26, 2025, relating to the initial offering of the Notes.

“Officer” means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Director, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice President of such Person.

“Officer’s Certificate” means a certificate signed on behalf of the Issuer or Guarantors by an Officer of the applicable Issuer or Guarantor that meets the requirements of Section 13.03 hereof.

“Opinion of Counsel” means an opinion from legal counsel who is reasonably acceptable to the Trustee that meets the requirements of Section 13.03 hereof. The counsel may be an employee of or counsel to the Issuer, any Subsidiary of the Issuer or the Trustee.

“Participant” means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

“Parts” means all Appliances, parts, modules, accessories, furnishings and instruments, appurtenances and other equipment (including all inflight equipment, buyer-furnished and buyer-designated equipment) of whatever nature which may from time to time be incorporated or installed in or attached to any Aircraft or any Engine, and including all such parts removed from an Aircraft or Engine, so long as title thereto either (i) remains vested in the owner of such parts (provided that such owner is not the Issuer or a Guarantor) or (ii) is subject to the Lien of any applicable financing party, in each case until such parts have been replaced in accordance with the terms of any applicable lease or financing or security agreement.

“Payment in Full” means, with respect to any obligations, that such obligations have been paid, performed or discharged in full in cash (and if no obligations are specified, the reference shall be to the Obligations). “Paid in Full” shall have a correlative meaning.

“Permanent Collateral” means all Collateral other than Supplemental Collateral.

“Permitted Business” means any business that is the same as, or reasonably related, ancillary, supportive or complementary to, the business in which the Issuer and its Restricted Subsidiaries are engaged on the Issue Date.

“Permitted Disposition” means:

- (1) Disposition of cash or Cash Equivalents in exchange for other cash or Cash Equivalents;
- (2) (i) Dispositions of accounts receivable, inventory or other current assets (including defaulted receivables but excluding any accounts receivable, inventory or current assets constituting Additional Collateral) in the ordinary course of business or consistent with past or industry practice and (ii) the conversion of accounts receivable to notes receivable or other Dispositions of accounts receivable or rights to payment in connection with the collection or compromise thereof, or as part of any bankruptcy or reorganization process (including any discount or forgiveness in connection with the foregoing);
- (3) sales or other Dispositions of surplus, obsolete, negligible or uneconomical assets no longer used in the business of the Issuer and the Guarantors; provided that any such sale or disposition, as applicable, is made in the ordinary course of business consistent with past practices and does not materially and adversely affect the business of the Issuer and its Restricted Subsidiaries, taken as a whole;

(4) Dispositions of Significant Assets among the Issuer and the Guarantors (including any Person that shall become a Guarantor simultaneous with such Disposition in the manner contemplated by Section 4.13 hereof) to the extent the interests of the Secured Parties in the Collateral are not adversely affected in any material respect after giving effect to such Disposition;

(5) the Disposition or abandonment of Slots and Gate Leaseholds; provided that such Disposition or abandonment is (i) in the ordinary course of business consistent with past practices and does not materially and adversely affect the business of the Issuer and its Restricted Subsidiaries, taken as a whole, (ii) is reasonably determined by the

Issuer to relate to Slots and Gate Leaseholds of de minimis value or surplus to the Issuer's needs or (iii) is required by a Governmental Authority;

(6) exchange of Pledged Slots in the ordinary course of business that in the Issuer's reasonable judgment are of reasonably equivalent value (so long as such new Pledged Slots remain at all times subject to a Lien with the same priority and level of perfection as was the case immediately prior to such exchange (and are otherwise subject only to Permitted Liens));

(7) any other lease or sublease of, or use or license agreements with respect to, assets and properties that constitute Slots or Gate Leaseholds in the ordinary course of business and swap agreements or similar arrangements with respect to Slots in the ordinary course of business and which lease, sublease, use or license agreement or swap agreement or similar arrangement (A) has a term of one year or less, or does not extend beyond two comparable IATA traffic seasons (and contains no option to extend beyond either of such periods), (B) has a term (including any option period) longer than allowed in clause (A); provided, however, that (x) in the case of each transaction pursuant to this clause (B), an Officer's Certificate is delivered to the Collateral Trustee concurrently with or promptly after the applicable Issuer's or Guarantor's entering into any such transaction that (i) immediately after giving effect to such transaction the Asset Coverage Test would be satisfied (excluding, for purposes of calculating such ratio, the proceeds of such transaction and the intended use thereof), (ii) the Collateral Trustee's Liens on Collateral subject to such lease, sublease, use, license agreement or swap or similar arrangement are not materially adversely affected (it being understood that no Permitted Lien shall be deemed to have such an effect) and (iii) no Event of Default exists at the time of such transaction, and (y) immediately after giving effect to any transaction pursuant to this clause (B), the aggregate Appraised Value of Collateral subject to transactions covered by this clause (B) shall not exceed [*]; provided that the foregoing cap shall not apply to the extent such lease, sublease, use or license agreement or swap agreement or similar arrangement is required or advisable (as reasonably determined by the Issuer) to preserve and keep in full force and effect its rights in such Slot or Gate Leasehold, (C) is for purposes of operations by another airline operating under a brand associated with the Issuer or otherwise operating routes under a joint business arrangement or at the Issuer's direction under a code share agreement, capacity purchase agreement, pro-rate agreement or similar arrangement between such airline and the Issuer, or (D) is subject and subordinated to the rights (including remedies) of the Collateral Trustee under the

applicable Security Documents on terms reasonably satisfactory to the Collateral Trustee (acting at the direction of the Controlling Representative);

(8) the lease or sublease of assets and properties in the ordinary course of business; provided that, if such Significant Assets constitute Collateral, the rights of the lessee or sublessee shall be subordinated to the rights (including remedies) of the Collateral Trustee under the applicable Security Document on terms reasonably satisfactory to the Collateral Trustee (acting at the direction of the Controlling Representative);

(9) sales of Equity Interests in Restricted Subsidiaries to comply with local regulatory requirements, subject to the requirements of Section 4.08(b) hereto;

(10) Dispositions of Currency in respect of a Frequent Flyer Program pursuant to financing arrangements for liquidity purposes or pursuant to co-branding arrangements; provided that (i) such financing arrangement or co-branding arrangement is in the ordinary course of business and (ii) immediately after giving effect to such Disposition the Asset Coverage Test would be satisfied on a Pro Forma Basis;

(11) in each case, in the ordinary course of business, (i) the termination or amendment of leases, subleases, use or license agreements and (ii) the termination or amendment of agreements, arrangements or balances between and among the Issuer and its Restricted Subsidiaries (including paying, transferring, contributing, forgiving or cancelling balances incurred pursuant to any such intercompany agreements or arrangements);

(12) in each case, in the ordinary course of business or in connection with any Aircraft Financing, intercompany agreements between and among the Issuer and its Restricted Subsidiaries with respect to (i) Aircraft, Engines, Spare Parts, Appliances or Parts, in each case not constituting Significant Assets and (ii) Aircraft Financing Related Cargo Business Assets;

(13) transactions that involve assets having an aggregate Appraised Value of less than [*] (such aggregate amount to be calculated on a cumulative basis from the Issue Date);

(14) any Disposition or other transaction permitted by Section 5.01(a) hereof other than Sections 5.01(a)(5) and 5.01(a)(6); and

(15) any Permitted Lien.

“Permitted Holders” means any of [*].

“Permitted Investments” means:

(1) any Investment in the Issuer or in a Restricted Subsidiary of the Issuer;

(2) any Investment in cash or Cash Equivalents;

(3) any Investment by the Issuer or any Restricted Subsidiary of the Issuer in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Issuer; or

(b) such Person, in one transaction or a series of related and substantially concurrent transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary of the Issuer;

(4) any Investment made as a result of the receipt of non-cash consideration from a Disposition of assets;

(5) any acquisition of assets or Capital Stock in exchange for the issuance of Qualifying Equity Interests;

(6) any Investments received in compromise or resolution of (a) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Issuer or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (b) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations;

(8) loans or advances to officers, directors or employees made in the ordinary course of business of the Issuer or any Restricted Subsidiary of the Issuer in an aggregate principal amount not to exceed [*] at any one time outstanding;

(9) redemption or purchase of the Notes in accordance with this Indenture, or prepayment of any other Priority Lien Debt;

(10) any Guarantee of Indebtedness other than a Guarantee of Indebtedness of an Affiliate of the Issuer that is not a Restricted Subsidiary of the Issuer;

(11) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the Issue Date; provided that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under this Indenture;

(12) Investments acquired after the Issue Date as a result of the acquisition by the Issuer or any Restricted Subsidiary of the Issuer of another Person, including by way of a merger, amalgamation or consolidation with or into the Issuer or any of its Restricted Subsidiaries in a transaction that is not prohibited by Section 5.01 after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(13) the acquisition by a Receivables Subsidiary in connection with a Qualified Receivables Transaction of Equity Interests of a trust or other Person established by such Receivables Subsidiary to effect such Qualified Receivables Transaction; and any other Investment by the Issuer or a Subsidiary of the Issuer in a Receivables Subsidiary or any Investment by a Receivables Subsidiary in any other Person in connection with a Qualified Receivables Transaction;

(14) Investments constituting (i) accounts receivable or accounts payable, (ii) deposits, prepayments and other credits to suppliers, and/or (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, made in the ordinary course of business and consistent with the past practices;

(15) Investments in connection with outsourcing initiatives in the ordinary course of business;

(16) Investments having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value other than a reduction for all returns of principal in cash and capital dividends in cash), when taken together with all Investments made pursuant to this clause (16) that are at the time outstanding, not to exceed [*] of the Consolidated Total Assets of the Issuer and its Restricted Subsidiaries at the time of such Investment;

(17) Investments in Restricted Subsidiaries as required under the laws of the jurisdiction of formation of each of such Subsidiaries to avoid liquidation under such laws;

(18) Investments in any Affiliate in an aggregate amount not to exceed [*] in any one calendar month for all such Investments pursuant to this clause (18) and, in each

case, to pay employee severance, taxes, permits, government charges or wind-down costs in respect of such Affiliate; and

(19) Investments constituting or related to Aircraft Financings.

“Permitted Liens” means:

(1) Priority Liens held by the Collateral Trustee or a Local Collateral Agent, as applicable, securing the Indebtedness permitted by Section 4.07(a)(1) hereof and Related Obligations in respect thereof;

(2) Liens on the collateral securing Junior Lien Indebtedness incurred pursuant Section 4.07(a)(2) and all other Related Obligations; provided that all such Junior Liens contemplated by this clause (2) of the Permitted Liens definition shall rank junior to the Liens securing the Notes Obligations subject to the Junior Lien Intercreditor Agreement or otherwise on terms reasonably satisfactory to the Controlling Representative;

(3) Liens for Taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with IFRS has been made therefor;

(4) Liens imposed by law, including carriers', warehousemen's, landlord's and mechanics' Liens, in each case, incurred in the ordinary course of business;

(5) Liens arising by operation of law in connection with judgments, attachments or awards which do not, in the aggregate, constitute an Event of Default;

(6) Liens existing as of the Issue Date and any modifications, replacements, renewals or extensions thereof; provided that (A) such modified, replacement, renewal or extension Lien does not extend to any additional property other than (1) after-acquired property that is affixed or incorporated into the property covered by such Lien and (2) proceeds and products thereof and (B) such modifications, replacement, renewal or extension does not increase the amount secured or change any direct or contingent obligor in respect thereof;

(7) any overdrafts and related liabilities arising from treasury, netting, depository and cash management services or in connection with any automated clearing house transfers of funds, in each case as it relates to cash or Cash Equivalents, if any;

- (8) licenses, sublicenses, leases and subleases by the Issuer or any Guarantor as they relate to any Additional Collateral to the extent (A) such licenses, sublicenses, leases or subleases do not interfere in any material respect with the business of the Issuer and its Restricted Subsidiaries, taken as a whole, and in each case, such license, sublicense, lease or sublease is to be subject and subordinate to the Liens granted to the Collateral Trustee pursuant to the Security Documents and, in each case, would not result in a Material Adverse Effect or (B) otherwise expressly permitted by the Security Documents;
- (9) salvage or similar rights of insurers;

(10) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, or Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with IFRS;

(11) customary rights of set-off and liens arising by operation of law or by the terms of documents or contracts of banks or other financial institutions in relation to the ordinary maintenance and administration of Deposit Accounts or securities accounts;

(12) non-exclusive licenses and sublicenses, whether written, oral or implied, to Intellectual Property granted in the ordinary course of business and consistent with past practice that do not materially interfere with the ordinary conduct of the business of the Issuer or the Guarantors;

(13) Liens incurred in the ordinary course of business by the Issuer or any Restricted Subsidiary of the Issuer with respect to obligations that do not exceed in the aggregate [*] at any one time outstanding;

(14) leases, subleases, interchanges, use agreements, license agreements and/or swap agreements constituting "Permitted Dispositions";

(15) in the case of any Gate Leaseholds, any interest or title of a licensor, sublicensor, lessor, sublessor or airport operator under any lease, license or use agreement;

(16) in each case as it relates to Aircraft, Engine, Spare Parts, Appliances or Parts that may be pledged as Additional Collateral from time to time (any such pledged Additional Collateral, "Pledged Aircraft, Engine, Spare Parts, Appliances or Parts Collateral"), Liens solely on Engines, Spare Parts, Appliances, Parts, components, instruments, appurtenances, furnishings and other equipment (other than the Pledged Aircraft, Engine, Spare Parts, Appliances or Parts Collateral) (x) installed on such Pledged Aircraft, Engine, Spare Parts, Appliances or Parts Collateral and (y) separately financed by the Issuer or a Guarantor, to secure such financing;

(17) customary Liens securing the Indebtedness permitted under Section 4.07(a)(8) in accordance with the terms thereof; provided that such Liens are

limited to the fixed or capital assets that are acquired, constructed or improved by such Indebtedness;

(18) easements, zoning restrictions, licenses, title restrictions, rights-of-way and similar encumbrances on real property imposed by law or incurred or granted by the Issuer or any Restricted Subsidiary in the ordinary course of business that do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Issuer or any Restricted Subsidiary;

(19) to the extent the Issuer or any of its Restricted Subsidiaries is an obligor in respect of any Aircraft Financing, pledges of, collateral assignments of or other Liens securing such Aircraft Financing on any lease, sublease, interchange, license, contract, arrangement or agreement related to such financed Aircraft, Engine or Spare Parts, including Aircraft Financing Related Cargo Business Assets to which the Issuer or such Restricted Subsidiary, as applicable, is a party; and/or

(20) with respect to the equity pledge agreement in respect of TAM Linhas Aéreas S.A.'s shares, the fiduciary lien created by the equity fiduciary lien agreement over the shares held in TAM Linhas Aéreas S.A., considering the listing of assets (*arrolamento de bens*) in connection with the Administrative Proceeding No. 13855.720079/2014-93, as required by article 12 of Federal Revenue Office Normative Ruling (*Instrução Normativa RFB*) No. 2,091, dated June 22, 2022;

provided that until a perfected Lien has been provided to the Collateral Trustee or a Local Collateral Agent, as applicable, in respect of any Deferred Asset, no consensual Lien shall be granted in respect of any such Deferred Asset.

“Permitted Person” means (i) any Person (including any “person” as that term is used in Section 13(d)(3) of the Exchange Act) which owns or operates, directly or indirectly through a contractual arrangement, a Permitted Business, or (ii) any Subsidiary of such Person.

“Permitted Refinancing Indebtedness” means any Indebtedness (or commitments in respect thereof) of the Issuer or any of its Restricted Subsidiaries issued in exchange for, or the proceeds of which are used to renew, refund, extend, refinance, replace, defease or discharge other Indebtedness (the “Refinanced Indebtedness”) of the Issuer or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the original principal amount (or accreted value, if applicable) when initially incurred of the Refinanced Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith); provided that, with respect to any such Permitted Refinancing Indebtedness that is refinancing secured Indebtedness and is secured by the same collateral, the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness shall not exceed the greater of (x) the preceding amount and (y) the Fair Market Value of the assets securing such Permitted Refinancing Indebtedness (taking into account any other Indebtedness secured on a pari passu or senior basis by such assets);

(2) such Permitted Refinancing Indebtedness has a maturity date no earlier than the maturity date of the Refinanced Indebtedness;

(3) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity that is equal to or greater than the Weighted Average Life to Maturity of the Refinanced Indebtedness;

(4) if the Refinanced Indebtedness is subordinated in right of payment to the Notes Obligations, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes Obligations on terms at least as favorable to the Holders of the Notes as those contained in the documentation governing the Refinanced Indebtedness;

(5) no Restricted Subsidiary that is not a Guarantor shall be an obligor with respect to such Permitted Refinancing Indebtedness unless such Restricted Subsidiary was an obligor with respect to the Refinanced Indebtedness; and

(6) such Permitted Refinancing Indebtedness is incurred no later than 36 months after the date on which the Refinanced Indebtedness is actually repaid or discharged by the Issuer or any of its Restricted Subsidiaries.

“Person” means any natural person, corporation, exempted company, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated organization, Airport Authority or Governmental Authority or any agency or political subdivision thereof.

“Pledge and Security Agreement” means that certain Priority Lien Pledge and Security Agreement, dated as of October 12, 2022, by and among the Collateral Trustee and the Issuer and the Guarantors, substantially in the form attached as Exhibit E to the Collateral Trust Agreement, as amended, restated, modified, supplemented, extended or amended and restated from time to time.

“Pledged Gate Leaseholds” shall have the meaning given to it in the Pledge and Security Agreement.

“Pledged Receivables” shall have the meaning given to it in the Pledge and Security Agreement.

“Pledged Routes” means, to the extent not excluded as Excluded Assets, all Routes owned by the Issuer or any Guarantor.

“Pledged SGR” means the Pledged Slots, Pledged Gate Leaseholds and Pledged Routes.

“Pledged Slots” shall have the meaning given to it in the Pledge and Security Agreement.

“Prepayment Percentage” means (i) at any time that the Asset Coverage Ratio is less than [*], 100%, (ii) at any time that the Asset Coverage Ratio is not less than [*] and is less than [*], 50% and (iii) at any time that the Asset Coverage Ratio is not less than [*], 0%, it being understood and agreed that, for purposes of determining the Prepayment Percentage, the Asset Coverage Ratio shall be determined on the date on which such proceeds are received by the Issuer or applicable Restricted Subsidiary (giving pro forma effect to the subject asset sales and/or Recovery Events).

“Pre-Sold Currency” shall have the meaning given to it in the definition of “Asset Coverage Ratio.”

“Priority Lien” means a Lien granted pursuant to a Security Document to the Collateral Trustee or any Local Collateral Agent, at any time, upon any property of the Issuer or a Guarantor to secure any Priority Lien Obligations, including the Liens granted to the Collateral Trustee and each Local Collateral Agent in connection with the Revolving Credit Agreement, the 2029 Notes Indenture (if the 2029 Notes are not redeemed in full as of the Issue Date), the 2030 Notes Indenture and this Indenture.

“Priority Lien Debt” means:

(1) Indebtedness of the Issuer and the Guarantors under (i) the Notes issued on the Issue Date (and any other amounts owing under this Indenture relating to the Notes issued on the Issue Date), (ii) the 2029 Notes Indenture (prior to the redemption thereof with the proceeds of the offering of the Notes and any amount that remains outstanding following such redemption), and any other agreement or instrument pursuant to which any 2029 Notes, if any, secured by all or a portion of the Collateral on a pari passu basis with the Notes Obligations are issued, in an aggregate principal amount not to exceed the aggregate principal amount of the 2029 Notes outstanding on the Issue Date (after giving effect to any redemption thereof as of such date) under this clause (1)(ii), (iii) the 2030 Notes Indenture, and any other agreement or instrument pursuant to which any 2030 Notes secured by all or a portion of the Collateral on a pari passu basis with the Notes Obligations are issued, in an aggregate principal amount not to exceed [*] under this clause (1)(iii), and (iv) any Permitted Refinancing Indebtedness in respect of any Indebtedness incurred pursuant to clause (1)(i), (1)(ii) or (1)(iii) (or any successive Permitted Refinancing Indebtedness) that is secured by all or a portion of the Collateral on a pari passu basis with any Notes Obligations;

(2)

(i) Indebtedness of the Issuer and the Guarantors under the Revolving Credit Facility (including letters of credit and reimbursement obligations with respect thereto) in an aggregate principal amount not to exceed [*] at any time outstanding, and (ii) any Permitted Refinancing Indebtedness (disregarding clauses (2) and (3) of such defined term) in respect of any Indebtedness incurred pursuant to clause (2)(i) (or any successive Permitted Refinancing Indebtedness) that is secured by all or a portion of the Collateral on a pari passu basis with the Obligations; provided that all Indebtedness incurred under this clause (2) in the form of revolving Indebtedness may be senior or superpriority in right of payment from the Collateral to the Notes Obligations;

(3) [Reserved]; and

(4)

(i) any other Total Funded Debt of the Issuer and the Guarantors that is secured by all or a portion of the Collateral on a pari passu basis with the Notes Obligations; provided that after giving Pro Forma Effect to the issuance or incurrence of any such Indebtedness, the aggregate principal amount of the sum of all Priority Lien Debt, and, without duplication,

Senior Priority Refinancing Indebtedness (including, in each case, without duplication of any outstanding principal amounts, the amount of any unfunded commitments under a revolving credit facility as of such date) would not exceed the greater of (A)(x) prior to a Collateral Release Event in respect of any Cargo Business Assets, [*] and (y) thereafter, [*] and (B) such an amount that would cause the Asset Coverage Ratio to be equal to [*] and (ii) any Permitted Refinancing Indebtedness in respect of any Indebtedness incurred pursuant to clause (4)(i) (and any successive Permitted Refinancing Indebtedness) that is secured by all or a portion of the Collateral on a pari passu basis with the Notes Obligations.

“Priority Lien Documents” shall have the meaning given to the term “Secured Debt Documents” in the Collateral Trust Agreement.

“Priority Lien Obligations” shall have the meaning given to the term “Secured Obligations” in the Collateral Trust Agreement.

“Priority Lien Representative” shall have the meaning given to the term “Secured Debt Representative” in the Collateral Trust Agreement.

“Priority Secured Debt” shall have the meaning given to the term “Secured Debt” in the Collateral Trust Agreement.

“Priority Secured Parties” means, collectively, (a) the Secured Parties and the holders of all other Priority Lien Obligations outstanding from time to time, (b) the Priority Lien Representatives, (c) the Collateral Trustee and (d) each Local Collateral Agent.

“Private Placement Legend” means the legend set forth in Section 2.06(f)(1) hereof to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

“Pro Forma Basis,” “Pro Forma Compliance” and “Pro Forma Effect” means, in connection with determining whether any Disposition, Investment or other Restricted Payment, a Collateral Release Event, or repayment and/or incurrence of Indebtedness (each, a “Pro Forma Event”) is permitted by reference to the Fixed Charge Coverage Ratio, Asset Coverage Ratio, Total Asset Coverage Ratio, Asset Coverage Test or Consolidated Liquidity, that such calculations shall be determined by the Issuer in good faith after giving pro forma effect to each Pro Forma Event (and any transactions related thereto).

“Proceeds” shall have the meaning given to it in the Pledge and Security Agreement.

“Qatar Group” means Qatar Airways Group Q.C.S.C., a company incorporated under the laws of the State of Qatar with commercial registration number 16070 and having its principal place of business at Qatar Airways Tower One, Airport Road, P.O. Box 22550, Doha, Qatar.

“QIB” means a “qualified institutional buyer” as defined in Rule 144A.

“Qualified Receivables Transaction” means any transaction or series of transactions entered into by the Issuer or any of its Subsidiaries pursuant to which the Issuer or any of its Subsidiaries (1) sells, conveys or otherwise transfers to (A) a Receivables Subsidiary or any other Person (in the case of a transfer by the Issuer or any of its Subsidiaries) or (B) any other Person (in the case of a transfer by a Receivables Subsidiary) or (2) grants a security interest in any accounts receivable (whether now existing or arising in the future) of the Issuer or any of its Subsidiaries, and any assets related thereto, including, without limitation, all Equity Interests and other investments in a Receivables Subsidiary, all collateral securing such accounts receivable or other assets, all contracts and all Guarantees or other obligations in respect of such assets,

proceeds of such assets, and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable, royalties or revenue streams, other than assets that constitute Permanent Collateral or proceeds of Permanent Collateral (and, prior to a Collateral Release Event in respect of Cargo Business Assets, other than assets that constitute Supplemental Collateral in respect of Cargo Business Assets that do not constitute Released Assets or proceeds of such Supplemental Collateral).

“Qualifying Equity Interests” means Equity Interests of the Issuer other than Disqualified Stock.

“RCF Loan Agreement” means that certain credit and guaranty agreement dated as of March 29, 2016 by and among the Issuer, as borrower, Citibank, N.A., as administrative agent, the guarantors from time to time party thereof, the collateral agents from time to time party thereto, and the lenders from time to time party thereto, as amended as of November 3, 2022 and July 15, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Receivables Pledge Agreements” shall have the meaning set forth in the Collateral Trust Agreement.

“Receivables Subsidiary” means a Subsidiary of the Issuer which engages in no activities other than in connection with the financing of accounts receivable and which is designated by the Board of Directors (as provided below) as a Receivables Subsidiary; provided that (a) no portion of its Indebtedness or any other obligations (contingent or otherwise) (i) is guaranteed by the Issuer or any Restricted Subsidiary of the Issuer that is not a Receivables Subsidiary (other than comprising a pledge of the Capital Stock or other interests in such Receivables Subsidiary (an “incidental pledge”), and excluding any Guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction), (ii) is recourse to or obligates the Issuer or any Restricted Subsidiary of the Issuer in any way other than through an incidental pledge or pursuant to representations, warranties, covenants, indemnities or other obligations that are usual and customary for a limited recourse financing in the applicable jurisdiction in connection with a Qualified Receivables Transaction or (iii) subjects any property or asset of the Issuer or any Subsidiary of the Issuer that is not a Receivables Subsidiary (other than accounts receivable and related assets as provided in the definition of “Qualified Receivables Transaction”), directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with a Qualified Receivables Transaction, (b) with which neither the Issuer nor any Restricted Subsidiary of the Issuer that is not a Receivables Subsidiary has any material contract, agreement, arrangement or understanding (other than pursuant to the Qualified Receivables Transaction) other than (i) on terms no less favorable to the Issuer or such Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer, and (ii) fees payable in the ordinary course of business in connection with servicing accounts receivable and (c) with which

neither the Issuer nor any Subsidiary of the Issuer has any obligation to maintain or preserve such Subsidiary's financial condition, other than a minimum capitalization in customary amounts, or to cause such Subsidiary to achieve certain levels of operating results. Any such designation by the Board of Directors will be evidenced to the Trustee by delivering to the Trustee a certified copy of the resolution of the Board of Directors giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing conditions.

“Recovery Event” means any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding in respect of Significant Assets or any Event of Loss.

“Reference Date” means the thirtieth (30th) Business Day after each March 31st and September 30th of each calendar year (commencing with September 30, 2025).

“Regulation S” means Regulation S promulgated under the Securities Act, as it may be amended from time to time, and any successor provision thereto.

“Regulation S Global Note” means, with respect to the Notes, a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 903 of Regulation S.

“Related Obligations” means, with respect to any Indebtedness, any principal (including reimbursement obligations with respect to letters of credit whether or not drawn), interest (including interest accruing after the maturity of such Indebtedness and interest accruing after the filing of any petition of bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the borrower or issuer thereof, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), premium (if any), fees, indemnifications, reimbursements, expenses and other liabilities, in each case payable under the documentation governing such Indebtedness.

“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 or a Paying Agent 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 or a Paying Agent.

“Reorganization Plan” means the Joint Plan of Reorganization of LATAM Airlines Group S.A., et al. Under Chapter 11 of the Bankruptcy Code (Docket No. 5753), as amended, supplemented or modified in accordance with the provisions thereto (but without giving effect to any amendment, supplement or modification that is materially adverse to the Holders of the Notes (as determined in good faith by the Issuer) to which the Holders have not consented.

“Responsible Officer” when used with respect to the Trustee, means any officer within the Corporate Trust Office of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject, who, in each case, shall have direct responsibility for administering this Indenture.

“Restricted Definitive Note” means, with respect to the Notes, a Definitive Note bearing the Private Placement Legend.

“Restricted Global Note” means, with respect to the Notes, a Global Note bearing the Private Placement Legend.

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Period” means the 40-day distribution compliance period as defined in Regulation S.

“Restricted Subsidiary” of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary; provided that, if a referent Person is not specified, then the referent Person shall be the Issuer.

“Revolver Administrative Agent” shall have the meaning given to such term in the Collateral Trust Agreement.

“Revolving Credit Agreement” means that certain Super-Priority Revolving Loan Credit Agreement, dated as of October 12, 2022, among the Issuer, acting through its Florida branch, the guarantors from time to time party thereto, the Revolver Administrative Agent and Wilmington Trust, National Association, as collateral trustee, as amended by the First Amendment, dated as of July 15, 2024, and the Second Amendment, dated as of October 7, 2024.

“Revolving Credit Facility” means the credit facility established under the Revolving Credit Agreement in favor of the Issuer in accordance with the terms set forth therein or in the other Revolving Loan Documents.

“Revolving Loan Documents” means the “Loan Documents” as defined in the Revolving Credit Agreement.

“Routes” means the authority of the Issuer or a Guarantor, pursuant to Title 49 or other applicable law, to operate scheduled service between a specifically designated pair of terminal points and intermediate points, if any, including applicable frequencies, exemption and certificate authorities, including at any time of determination, any route authority identified on Schedule 5.2 of the Pledge and Security Agreement as such Schedule may be amended or modified from time to time in accordance with the terms hereof, and “Route” shall mean any of such route authorities as the context requires, in each case whether or not such route authority is utilized at such time by the Issuer or a Guarantor and including, without limitation, any other route authority held by the

Issuer or a Guarantor pursuant to certificates, orders, notices and approvals issued to the Issuer or a Guarantor from time to time, but in each case solely to the extent relating to such route authority.

“Rule 144” means Rule 144 promulgated under the Securities Act.

“Rule 144A” means Rule 144A promulgated under the Securities Act.

“Rule 903” means Rule 903 promulgated under the Securities Act.

“Rule 904” means Rule 904 promulgated under the Securities Act.

“S&P” means S&P Global Ratings and its successors.

“Sale of the Issuer or a Guarantor” means, with respect to any Significant Asset, an issuance, sale, lease, conveyance, transfer or other disposition of the Capital Stock of the applicable Issuer or Guarantor that owns such Significant Asset other than (1) an issuance of Equity Interests by the Issuer or a Guarantor to the Issuer or another Restricted Subsidiary of the Issuer and (2) an issuance of directors’ qualifying shares.

“Sanctioned Country” means a country or territory that is the subject of comprehensive Sanctions broadly prohibiting dealings with such country or territory (currently, the Crimea, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic regions of Ukraine, Cuba, Iran and North Korea).

“Sanctions” means any economic or trade sanctions or embargos enacted, imposed, administered or enforced by the U.S. government, including those administered by the Department of Treasury’s Office of Foreign Assets Control and the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, the United Kingdom and/or any other applicable Governmental Authorities with jurisdiction over the conduct of a Person performing under this Indenture.

“SEC” means the U.S. Securities and Exchange Commission.

“Secured Parties” means, collectively, the Trustee, the Collateral Trustee, the applicable Local Collateral Agent and the Holders of the Notes from time to time, including Holders of additional Notes issued pursuant to this Indenture.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Documents” means, collectively, the Pledge and Security Agreement, the Non-U.S. Pledge Agreements, Non-U.S. IP Security Agreement, the Receivables Pledge Agreements, the Collateral Trust Agreement (and each Reaffirmation Agreement, Loan Party Joinder, Local Collateral Agent Joinder and/or Secured Debt Joinder under and as defined therein), the Local Collateral Agency Agreements, the Intellectual Property Security Agreements, any Intercreditor Agreements and any other instrument or agreement (which is designated as a Security Document therein) executed and delivered by the Issuer or any Guarantor to the Trustee, any Priority Lien

Representative, the Collateral Trustee or any Local Collateral Agent in favor of the Priority Secured Parties or in respect of priorities in the Collateral, including with respect to any Additional Collateral, and any financing statement or other instrument or document required to be filed or recorded to perfect, register or record the Priority Lien, in each case, as amended, modified, renewed, restated or replaced, in whole or in part, from time to time, in accordance with its terms and so long as such agreement, instrument or document shall not have been terminated in accordance with its terms.

“Senior Priority Refinancing Indebtedness” means any Permitted Refinancing Indebtedness in respect of Priority Lien Debt (and any successive Permitted Refinancing Indebtedness) other than any Permitted Refinancing Indebtedness that is subordinated in right of payment to the Obligations on terms no less favorable to the Holders than the terms of the Junior Lien Intercreditor Agreement.

“Series” means, severally, each issue or series of notes, loans or other Indebtedness under any indenture or credit facility represented by a single Priority Lien Representative that constitutes Priority Lien Obligations.

“Series of Junior Lien Indebtedness” means, severally, each issue or series of notes or other Indebtedness under any indenture or Credit Facility represented by a single Junior Lien Representative that constitutes Junior Lien Obligations.

“Series of Priority Lien Debt” means, severally, (a) the Notes, (b) the 2029 Notes, if any, (c) the 2030 Notes, (d) Indebtedness under the Revolving Credit Agreement, and (e) any Series of Additional Priority Lien Debt. For the avoidance of doubt, all reimbursement obligations in respect of letters of credit issued pursuant to a Priority Lien Document shall be part of the same Series of Priority Lien Debt as all other Priority Secured Debt incurred pursuant to such Priority Lien Document.

“Significant Assets” means (a) the Collateral, (b) the Coverage Assets, after giving effect to all Collateral Release Events that have occurred, and (c) any other Slots, Gate Leaseholds and Routes that have not been subject of a Collateral Release Event.

“Significant Subsidiary” means any “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

“Slot” means, at any date of determination, the right and operational authority to conduct one landing or take-off operation at a specific time or during a specific time period at an airport and including, without limitation, slots, arrival authorizations and operating authorizations, whether pursuant to FAA or DOT regulations or orders pursuant to Title 14, Title 49 or other federal statutes or regulations now or hereinafter in effect, but excluding in all cases any slot that was obtained by a Person from another air carrier pursuant to an agreement and is held by such Person on a temporary basis.

“Spare Engine Facility Loan Agreement” means that certain Amended and Restated Loan Agreement, dated as of November 4, 2024, by and among the Issuer, acting through its Florida Branch, as borrower, Crédit Agricole Corporate and Investment Bank, as lender, arranger, agent and security agent, and the other lenders party thereto, as modified, replaced or refinanced from time to time.

“Spare Parts” means all accessories, appurtenances or Parts of an Aircraft (except an Engine), Parts of an Engine, or Parts of an Appliance, in each case that are to be installed at a later time in an Aircraft, Engine or Appliance.

“Specified Jurisdiction” means the United States, any state of the United States, the District of Columbia, Luxembourg, the Netherlands or any other jurisdiction mutually agreed by the Issuer and the Trustee.

“Stated Maturity” means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the date of this Indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

“Subsequent Appraisal” shall have the meaning given to such term in the definition of “Appraisal.”

“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.

“Supplemental Collateral” means Collateral (other than any Released Assets in respect of such Collateral following a Collateral Release Event) consisting of (a) third-party and intercompany Receivables in respect of the Cargo Business Assets, (b) Cargo Business Intellectual Property, (c) Pledged SGR, and (d) directly or indirectly, Equity Interests in Subsidiaries whose Collateral assets consist only of (a), (b) and (c) above, in each case (i) upon which Liens have been granted to the Collateral Trustee or a Local Collateral Agent, as applicable, to secure the Notes Obligations or any other Priority Lien Obligations (but excluding all such assets and properties released from such Liens pursuant to the applicable Security Document), together with all proceeds of the foregoing (including, without limitation, proceeds from Dispositions of the foregoing) and (ii) other than Excluded Assets.

“Taxes” means any and all present or future taxes, levies, imposts, duties, assessments, fees, deductions, charges or withholdings imposed by any Governmental Authority including any interest, additions to tax or penalties applicable thereto.

“Title 14” means Title 14 of the U.S. Code of Federal Regulations, including Part 93, Subparts K and S thereof, as amended from time to time or any successor or recodified regulation.

“Title 49” means Title 49 of the U.S. Code, which, among other things, recodified and replaced the U.S. Federal Aviation Act of 1958, and the rules and regulations promulgated pursuant thereto, and any subsequent legislation that amends, supplements or supersedes such provisions.

“Total Asset Coverage Ratio” means, as of any date, the ratio of (a) the Appraised Value of the Coverage Assets as of such date to (b) the sum of (i) the aggregate principal amount of all Priority Lien Debt as of such date (including, without duplication of any outstanding principal

amounts, the amount of any unfunded commitments under all revolving credit facilities (including the Revolving Credit Agreement) of the Issuer and its Restricted Subsidiaries as of such date) plus (ii) the aggregate principal amount of all Junior Lien Indebtedness (including, without duplication of any outstanding principal amounts, the amount of any unfunded commitments under a revolving credit facility as of such date) plus (iii) without duplication, the aggregate principal amount of all Permitted Refinancing Indebtedness in respect of Priority Lien Debt or Junior Lien Indebtedness as of such date (including, in each case, without duplication of any outstanding principal amounts, the amount of any unfunded commitments under a revolving credit facility constituting such Permitted Refinancing Indebtedness as of such date) plus (iv) the aggregate outstanding amount of Pre-Sold Currency.

“Total Funded Debt” means, as of any date, the outstanding principal amount of all funded third-party Indebtedness for borrowed money of the Issuer and its Restricted Subsidiaries determined on a consolidated basis (excluding, for the avoidance of doubt, any Aircraft or Engine leases or other lease obligations), as reflected on a balance sheet of the Issuer and its Restricted Subsidiaries prepared in accordance with IFRS.

“Trustee” means Wilmington Trust, National Association until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

“U.S. Person” means a U.S. Person as defined in Rule 902(k) promulgated under the Securities Act.

“UCC” means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to the perfection or priority of any Lien on any item or items of Collateral.

“United States” or “U.S.” means the United States of America; provided that for geographic purposes, “United States” means, in aggregate, the 50 states and the District of Columbia of the United States of America.

“Unrestricted Cash Amount” means, (a) on any date of determination, as determined in accordance with IFRS (where applicable), the aggregate amount of unrestricted cash and Cash Equivalents owned by the Issuer or any Restricted Subsidiary as shown on a balance sheet prepared in accordance with IFRS and (b) cash and Cash Equivalents owned by the Issuer or any

Restricted Subsidiary restricted in favor of any Secured Party to secure the Notes Obligations (it being understood such cash and Cash Equivalents may also secure other Secured Obligations (as defined in the Pledge and Security Agreement)).

“Unrestricted Definitive Note” means, with respect to the Notes, a Definitive Note that does not bear and is not required to bear the Private Placement Legend.

“Unrestricted Global Note” means a Global Note that does not bear and is not required to bear the Private Placement Legend.

“Unrestricted Subsidiary” means any Subsidiary of the Issuer that is designated by the Board of Directors as an Unrestricted Subsidiary if that designation would not cause a Default or Event of Default and no Default or Event of Default exists at the time of such designation; provided that if a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation, which Investment is permitted at that time under Section 4.06 hereof. Any designation of an Unrestricted Subsidiary shall be made pursuant to a resolution of the Board of Directors, but only if such Subsidiary:

- (1) has no Indebtedness other than Non-Recourse Debt;
- (2) other than as permitted under Section 4.10 hereof, is not party to any agreement, contract, arrangement or understanding with the Issuer or any Restricted Subsidiary of the Issuer unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer;
- (3) is a Person with respect to which neither the Issuer nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person’s financial condition or to cause such Person to achieve any specified levels of operating results;
- (4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Issuer or any of its Restricted Subsidiaries;
- (5) has substantially simultaneously with any such designation, been similarly designated under the documents governing any outstanding Priority Lien Debt and any outstanding Junior Lien Indebtedness;
- (6) after giving effect to such designation, the Asset Coverage Ratio shall be greater than or equal to [*];
- (7) does not own any assets or properties that constitute Collateral; and

(8) does not own assets or properties, taken together with the assets and properties owned by existing Unrestricted Subsidiaries (and Restricted Subsidiaries that substantially simultaneously with such designation shall also be designated as Unrestricted Subsidiaries), in excess of [*].

The Board of Directors may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that (x) no Default or Event of Default would be in existence following such designation, (y) after giving effect to such designation, the Asset Coverage Ratio shall be greater than or equal to [*] and (z) all Liens of such Unrestricted Subsidiary outstanding immediately following such designation would, if incurred at such time, have been permitted to be incurred for all purposes of this Indenture.

“Use or Lose Rule” means with respect to Slots, any applicable utilization requirements issued by the FAA, other Governmental Authorities, any Non-U.S. Aviation Authorities or any Airport Authorities.

“Voting Power” in respect of any Person means the power to vote, or direct the vote of, the Voting Stock of such Person (rather than simply the number of shares of Voting Stock held in respect of such Person).

“Voting Stock” of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

- (1) the sum of the products obtained by multiplying (A) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (B) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by
- (2) the then outstanding principal amount of such Indebtedness.

Section 1.02. Other Definitions.

Term	Defined in Section
<i>“Additional Amounts”</i>	4.20
<i>“Affiliate Transaction”</i>	4.10
<i>“Asset Disposition Offer”</i>	4.08
<i>“Authentication Order”</i>	2.02
<i>“Change of Control Offer”</i>	4.12
<i>“Change of Control Payment”</i>	4.12
<i>“Change of Control Payment Date”</i>	4.12
<i>“Collateral Release Event”</i>	4.26
<i>“Collateral Release Event Notice”</i>	4.26
<i>“Covenant Defeasance”</i>	8.03
<i>“Coverage Shortfall”</i>	4.16
<i>“Cure Period”</i>	4.16
<i>“Designated Guarantor”</i>	4.13
<i>“DTC”</i>	2.03
<i>“Event of Default”</i>	6.01
<i>“Excess Proceeds”</i>	4.08
<i>“First Call Date”</i>	3.07
<i>“Legal Defeasance”</i>	8.02
<i>“Minimum Chilean Dividends”</i>	4.06
<i>“Notice of Default”</i>	6.01
<i>“Offer Amount”</i>	3.11

Term	Defined in Section
<i>“Offer Period”</i>	3.11
<i>“Other Offer Notes”</i>	4.08
<i>“Paying Agent”</i>	2.03
<i>“Proceeding”</i>	13.07
<i>“Process Agent”</i>	13.07
<i>“Purchase Date”</i>	3.11
<i>“Redemption Date”</i>	3.07
<i>“Redemption Deposit”</i>	8.04
<i>“Registrar”</i>	2.03
<i>“Released Assets”</i>	4.26
<i>“Restricted Payments”</i>	4.06
<i>“Special Interest”</i>	4.16
<i>“Subject Company”</i>	5.01
<i>“Subject Entity”</i>	5.01
<i>“Taxing Jurisdiction”</i>	4.20

Section 1.03. Rules of Construction. Unless the context otherwise requires:

- (1) a term has the meaning assigned to it;
- (2) an accounting term not otherwise defined has the meaning assigned to it in accordance with IFRS;
- (3) “or” is not exclusive;
- (4) words in the singular include the plural, and in the plural include the singular;
- (5) “will” shall be interpreted to express a command;
- (6) provisions apply to successive events and transactions;
- (7) “including” means including without limitation;

(8) references to sections of or rules under the Securities Act will be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time; and

(9) each reference to “cash” shall be deemed to include also Cash Equivalents.

Section 1.04. Calculations and Tests. Unless the context otherwise requires:

(a) For purposes of any determination under Article 4 or any other provision of this Indenture subject to any Dollar limitation, threshold or basket, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars at the Exchange Rate (rounded to the nearest currency unit, with 0.5 or more of a currency unit being rounded upward) at the applicable time determined in accordance with this Section 1.04; provided, however, that for purposes of determining compliance with Article 4 with respect to any amount in a currency other than Dollars, no Default or Event of Default shall

be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness or Lien is incurred or Investment or other Restricted Payment or Disposition is made, or transaction with an Affiliate is entered into. For purposes of any determination of the Asset Coverage Ratio, the Total Asset Coverage Ratio, Fixed Charge Coverage Ratio or Consolidated Liquidity, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the most recently delivered financial statements pursuant to Section 4.03 (adjusted to reflect the currency translation effects, determined in accordance with IFRS, of any Hedging Agreements for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Dollar Equivalent).

(b) It is understood and agreed that any Indebtedness, Lien, Investment or other Restricted Payment, Disposition and/or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Investment or other Restricted Payment, Disposition and/or Affiliate transaction within the same covenant, but may instead be permitted in part under any combination thereof or under any other available exception within the same covenant.

Article 2

THE NOTES

Section 2.01. Form and Dating.

(a) General. The Notes and the Trustee's certificate of authentication will be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note will be dated the date of its authentication. The Notes shall be in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The terms and provisions contained in the Notes will constitute, and are hereby expressly made, a part of this Indenture and the Issuer, the Guarantors, the Trustee and the Collateral Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) Global Notes. Notes issued in global form will be substantially in the form of Exhibit A hereto (including the Global Note Legend set forth in Section 2.06(f)(2) hereof and the

ERISA Legend set forth in Section 2.06(f)(3) hereof and the “Schedule of Exchanges of Interests in the Global Note” attached thereto). Notes issued in definitive form will be substantially in the form of Exhibit A hereto (but without the Global Note Legend thereon and without the “Schedule of Exchanges of Interests in the Global Note” attached thereto). Each Global Note will represent such of the outstanding Notes as will be specified therein, and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby will be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) Euroclear and Clearstream Procedures Applicable. The provisions of the “Operating Procedures of the Euroclear System” and “Terms and Conditions Governing Use of Euroclear” of Euroclear and the “General Terms and Conditions of Clearstream Banking” and “Customer Handbook” of Clearstream and, in each case, any successor provisions, will be applicable to transfers of beneficial interests in the Regulation S Global Notes that are held by Participants through Euroclear or Clearstream.

Section 2.02. Execution and Authentication.

The Notes shall be executed on behalf of the Issuer by at least one Officer of the Issuer. The signature of any Officer on the Notes may be manual, electronic or facsimile signatures of such Officer and may be imprinted or otherwise reproduced on the Notes.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note will nevertheless be valid.

A Note will not be valid until authenticated by the manual signature of the Trustee. The signature will be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee will, upon receipt of a written order of the Issuer signed by an Officer of the Issuer (an “Authentication Order”), authenticate the Notes for original issue that may be validly issued under this Indenture, including any Additional Notes. The aggregate principal amount of Notes outstanding at any time may not exceed the aggregate principal amount of Notes authorized for issuance by the Issuer pursuant to one or more Authentication Orders, except as provided in Section 2.07 hereof.

In authenticating the Notes, the Trustee shall receive, and subject to Section 7.01 hereof will be fully protected in relying upon, an Opinion of Counsel stating that this Indenture and such Notes (when authenticated and delivered by the Trustee and issued by the Issuer in the manner and subject to any conditions specified in such Opinion of Counsel) and such Note Guarantees (when issued by the Guarantors in the manner and subject to any conditions specified in such Opinion of Counsel), will constitute valid and binding obligations of the Issuer and the Guarantors enforceable in accordance with their terms (except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting creditors’ rights and by general principles of equity, and subject to customary assumptions).

The Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Notes. Unless otherwise provided in the appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders of Notes or an Affiliate of the Issuer.

Section 2.03. Registrar and Paying Agent.

The Issuer will maintain or cause to be maintained an office or agency where Notes may be presented for registration of transfer or for exchange (“Registrar”) and an office or agency where Notes may be presented for payment (“Paying Agent”). The Registrar will keep a

register of the Notes and of their transfer and exchange. The Issuer may appoint one or more co-registrars and one or more additional paying agents. The term “Registrar” includes any co-registrar, and the term “Paying Agent” includes any additional paying agent. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer will notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuer fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar with respect to the Notes.

The Issuer initially appoints The Depository Trust Company (“DTC”) to act as Depositary with respect to the Notes.

The Issuer initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Notes.

Section 2.04. Paying Agent to Hold Money in Trust.

The Issuer will require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Holders of Notes or the Trustee all money held by the Paying Agent for the payment of principal, premium or Special Interest, if any, or interest on the Notes, and will notify the Trustee of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or a Subsidiary of the Issuer) will have no further liability for the money. If the Issuer or a Subsidiary of the Issuer acts as Paying Agent, it will segregate and hold in a separate trust fund for the benefit of the Holders of Notes all money held by it as Paying Agent.

Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee will serve as Paying Agent for the Notes.

Section 2.05. Holder Lists.

The Trustee will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders of Notes. If the Trustee is not the Registrar, the Issuer will furnish to the Trustee at least two Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes.

Section 2.06. Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred except as a whole by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes will be exchanged by the Issuer for Definitive Notes if:

- (1) the Issuer delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is

not appointed by the Issuer within 120 days after the date of such notice from the Depositary; or

(2) there has occurred and is continuing a Default or Event of Default with respect to the Notes.

Upon the occurrence of any of the preceding events in (1) or (2) of this Section 2.06(a), Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.06 or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a); however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b) or (c).

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes will be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes will be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also will require compliance with either subparagraph (1) or (2) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(1) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; provided, however, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(1).

(2) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests that are not subject

to Section 2.06(b)(1) above, the transferor of such beneficial interest must deliver to the Registrar either:

(A) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase; or

(B) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(g) hereof.

(3) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(2) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof; and

(B) if the transferee will take delivery in the form of a beneficial interest in the Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof.

(4) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(2) above and:

(A) the Registrar receives the following:

(i) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(ii) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof,

and, in each such case set forth in this subparagraph (A), if the Issuer or the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Issuer and the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (A) above at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (A) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes.

(1) Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes. If any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 or any other exemption from the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof; or

(E) if such beneficial interest is being transferred to the Issuer or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof,

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Issuer shall execute

and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(1) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(2) Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes. A holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if:

(A) the Registrar receives the following:

(i) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(ii) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof,

and, in each such case set forth in this subparagraph (A), if the Issuer or the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Issuer and the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(3) Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 2.06(b)(2) hereof, the Trustee will cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Issuer will execute and the Trustee will authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) will be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest requests through instructions to the Registrar from or through

the Depositary and the Participant or Indirect Participant. The Trustee will deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) will not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests.

(1) Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 or any other exemption from the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof; or

(E) if such Restricted Definitive Note is being transferred to the Issuer or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof,

the Trustee will cancel the Restricted Definitive Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note or in the case of clause (C) above, the Regulation S Global Note.

(2) Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if:

(A) the Registrar receives the following:

(i) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global

Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(ii) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof,

(iii) and, in each such case set forth in this subparagraph (A), if the Issuer or the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Issuer and the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(2), the Trustee will cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(3) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee will cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest is effected pursuant to subparagraphs (2)(A) or (3) above at a time when an Unrestricted Global Note has not yet been issued, the Issuer will issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee will authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar will register the transfer or exchange of Definitive Notes. Prior to

such registration of transfer or exchange, the requesting Holder must present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder must provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e).

(1) Restricted Definitive Notes to Restricted Definitive Notes. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(2) Restricted Definitive Notes to Unrestricted Definitive Notes. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if:

(A) the Registrar receives the following:

(i) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(ii) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof,

and, in each such case set forth in this subparagraph (A), if the Issuer or the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Issuer and the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(3) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to

register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) Legends. The following legends will appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(1) Private Placement Legend. Each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS **[IN THE CASE OF RULE 144A NOTES:** ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY),] **[IN THE CASE OF REGULATION S NOTES:** 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S], ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE

MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF SECURITIES OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT

TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. [IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]”

(2) Global Note Legend. Each Global Note will bear a legend in substantially the following form:

“THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS

CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY

TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.”

(3) ERISA Legend. Each Global Note will bear a legend in substantially the following form:

“BY ITS ACQUISITION OF THIS SECURITY (OR ANY INTEREST HEREIN), THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS SECURITY CONSTITUTES THE ASSETS OF (A) AN “EMPLOYEE BENEFIT PLAN” WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”) THAT IS SUBJECT TO TITLE I OF ERISA, (B) A PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OR 1986, AS AMENDED (THE “CODE”) OR PROVISIONS UNDER ANY OTHER APPLICABLE FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE (“SIMILAR LAWS”), OR (C) OF AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE “PLAN ASSETS” OF ANY OF THE FOREGOING DESCRIBED IN CLAUSES (A) AND (B), OR (2) THE ACQUISITION AND HOLDING OF THIS SECURITY (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.”

(g) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note will be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes

represented by such Global Note will be reduced accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note will be increased accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(h) General Provisions Relating to Transfers and Exchanges.

(1) To permit registrations of transfers and exchanges, the Issuer will execute and the Trustee will authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 hereof or at the Registrar's request.

(2) No service charge will be made to a Holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.10, 3.06, 3.11, 4.08, 4.12 and 9.04 hereof).

(3) The Registrar will not be required to register the transfer of or exchange of any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(4) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes will be the valid obligations of the Issuer and the Guarantors, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(5) Neither the Registrar nor the Issuer will be required:

(A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection;

(B) to register the transfer of or to exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part; or

(C) to register the transfer of or to exchange a Note between a record date and the next succeeding interest payment date.

(6) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuer may deem and treat the Person in whose name any Note

is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuer shall be affected by notice to the contrary.

(7) The Trustee will authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(8) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

(9) Neither the Trustee nor the Registrar shall have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among DTC participants, members or

beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.07. Replacement Notes.

If any mutilated Note is surrendered to the Trustee or the Issuer and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Issuer will issue and the Trustee, upon receipt of an Authentication Order, will authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Issuer, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuer may charge for its expenses in replacing a Note, including reasonable fees and expenses of the Trustee.

Every replacement Note is an obligation of the Issuer and will be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.08. Outstanding Notes.

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note; however, Notes held by the Issuer or a Subsidiary of the Issuer shall not be deemed to be outstanding for purposes of Section 3.07 hereof.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Issuer, a Subsidiary or an Affiliate of any thereof) holds, on a Redemption Date or maturity date, money sufficient to pay Notes payable on

that date, then on and after that date such Notes will be deemed to be no longer outstanding and will cease to accrue interest.

Section 2.09. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer, any Guarantor or by any Affiliate of the Issuer or any Guarantor, will be considered as though not outstanding, except that for the purposes of determining whether the Trustee will be protected in relying on any such direction, waiver or consent, only Notes that the Trustee knows are so owned will be so disregarded.

Section 2.10. Temporary Notes.

Until certificates representing Notes are ready for delivery, the Issuer may prepare and the Trustee, upon receipt of an Authentication Order, will authenticate temporary Notes. Temporary Notes will be substantially in the form of certificated Notes but may have variations that the Issuer considers appropriate for temporary Notes and as may be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuer will prepare and the Trustee will authenticate definitive Notes in exchange for temporary Notes.

Holders of temporary Notes will be entitled to all of the benefits of this Indenture.

Section 2.11. Cancellation.

The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent will forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else will cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and will destroy canceled Notes (subject to the record retention requirement of the Exchange Act). Upon request, the Trustee will provide certification of the cancellation of all cancelled Notes to the Issuer. The Issuer may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.12. Defaulted Interest.

If the Issuer defaults in a payment of interest on the Notes, they will pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders of Notes on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Issuer will notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Issuer will fix or cause to be fixed each such special record date and payment date; provided that no such special record date may be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Issuer (or, upon the written request of the Issuer, the Trustee in the name and at the expense of the Issuer) will mail or cause to be mailed to Holders of Notes a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.13. CUSIP Numbers.

The Issuer in issuing the Notes may use “CUSIP” numbers (if then generally in use), and, if so, the Trustee shall use “CUSIP” numbers in any notice issued under this Indenture, including but not limited to notices of redemption, as a convenience to Holders; provided that any

such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption or other notice and that reliance may be placed only on the other elements of identification printed on the Notes, and any such redemption or effect of other such notice shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any change in the “CUSIP” numbers.

Section 2.14. Issuance of Additional Notes.

After the date of this Indenture, the Issuer shall be entitled to issue Additional Notes under this Indenture.

With respect to any Additional Notes, the Issuer shall set forth in a resolution of the Board of Directors and an Officer's Certificate, a copy of each which shall be delivered to the Trustee, the following information:

- (1) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture; and
- (2) the issue price, the issue date and the CUSIP number of such Additional Notes; provided, however, that no Additional Notes may be issued unless such Additional Notes are issued pursuant to a "qualified reopening" of the original issuance of notes, are otherwise treated as part of the same "issue" of debt instruments as the original issuance of Notes or are issued with less than an "original issue discount" within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

Section 2.15. Global Securities.

None of the Trustee, any Agent or the Collateral Trustee shall have any responsibility for any actions taken or not taken by the Depositary. Neither the Trustee nor the Registrar shall have any responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in, DTC or other Person with respect to the accuracy of the records of DTC or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than DTC) of any notice (including any notice of redemption or purchase) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC subject to the applicable rules and procedures of DTC. The Trustee may rely and shall be fully protected in relying upon information furnished by DTC with respect to its members, participants and any beneficial owners.

Article 3

REDEMPTION AND PREPAYMENT

Section 3.01. Notice of Redemption by the Issuer.

If the Issuer elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, the Issuer must furnish to the Trustee, at least 10 days but not more than 60 days before a Redemption Date, an Officer's Certificate setting forth:

- (1) the clause of this Indenture pursuant to which the redemption shall occur;
- (2) the Redemption Date;
- (3) the principal amount of Notes to be redeemed;

(4) the redemption price; provided, that if the redemption price is not known at the time such notice is to be given, the actual redemption price, calculated as described in the terms of the Notes to be redeemed, will be set forth in an Officer's Certificate of the Issuer delivered to the Trustee no later than two Business Days prior to the Redemption Date; and

(5) if applicable, any conditions to such redemption.

Any optional redemption referenced in such Officer's Certificate may be cancelled by the Issuer at any time prior to notice of redemption being sent to any Holder and thereafter shall be null and void.

Section 3.02. Selection of Notes to Be Redeemed.

If less than all of the Notes are to be redeemed at any time, and such Notes are not Global Notes, the Trustee will select Notes for redemption on a *pro rata* basis (or, in the case of Global Notes, the Trustee will select Notes for redemption based on DTC's method that most nearly approximates a *pro rata* selection), by lot or such other method as the Trustee deems appropriate and fair (or such other method as DTC may require), unless otherwise required by law or applicable stock exchange or depositary requirements.

In the event of partial redemption by lot, the particular Notes to be redeemed will be selected, unless otherwise provided herein, not less than 10 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee will promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected will be in minimum denominations of \$2,000 or integral multiples of \$1,000 in excess thereof, except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not \$2,000 or a multiple of \$1,000 in excess thereof, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.03. Notice of Redemption.

Subject to the provisions of Section 3.11 hereof, at least 10 days but not more than 60 days before a Redemption Date, the Issuer will deliver a notice of redemption to each Holder whose Notes are to be redeemed (with a copy to the Trustee) at its registered address, except that redemption notices may be delivered more than 60 days prior to a Redemption Date if the notice

is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Articles 8 or 11 hereof.

The notice will identify the Notes to be redeemed and will state:

- (1) the Redemption Date;
- (2) the redemption price;

- (3) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the Redemption Date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note;
- (4) the name and address of the Paying Agent;
- (5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (6) that, unless the Issuer defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the Redemption Date;
- (7) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;
- (8) if applicable, any condition to such redemption; and
- (9) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Issuer's request, the Trustee will give the notice of redemption in the Issuer's name and at its expense; provided, however, that the Issuer has delivered to the Trustee, at least three Business Days (or if any Notes to be redeemed are in definitive form, five Business Days) prior to the date on which the Issuer instructs the Trustee to give the notice (or such shorter period as the Trustee may agree), an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04. Conditional Notices of Redemption.

Notice of any redemption of the Notes may, at the Issuer's discretion, be given prior to the completion of a transaction (including an Equity Offering, an incurrence of Indebtedness, a Change of Control or other transaction), and any redemption notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition and, if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied, or

such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. In addition, the Issuer may provide in such notice that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

Section 3.05. Deposit of Redemption or Purchase Price.

On or prior to 11:00 a.m. Eastern Time on the redemption or purchase date, the Issuer will deposit with the Trustee or with the Paying Agent money sufficient to pay the

redemption or purchase price of and accrued interest and Special Interest, if any, on all Notes to be redeemed or purchased on that date. The Trustee or the Paying Agent will promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption or purchase price of, and accrued interest and Special Interest, if any, on, all Notes to be redeemed or purchased.

If the Issuer complies with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest will cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date in accordance with the Applicable Procedures of DTC. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06. Notes Redeemed or Purchased in Part.

Upon surrender of a Note that is redeemed or purchased in part, the Issuer will issue and, upon receipt of an Authentication Order, the Trustee will authenticate for the Holder at the expense of the Issuer a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered.

Section 3.07. Optional Redemption.

(a) At any time prior to July 7, 2027 (the “First Call Date”), the Issuer may redeem the Notes in whole or in part, at its option, upon notice in accordance with Section 3.03 hereof, at a redemption price (expressed as a percentage of the principal amount of the Notes to be redeemed) equal to 100.0% plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but excluding, the date of redemption (the “Redemption Date”), subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date.

(b) At any time and from time to time prior to the First Call Date, the Issuer may, on one or more occasions, upon notice in accordance with Section 3.03 hereof, redeem up to 40.0% of the original aggregate principal amount of Notes issued under this Indenture on the Issue Date (together with any Additional Notes) at a redemption price (expressed as a percentage of the principal amount of the Notes to be redeemed) equal to [*], plus accrued interest and Additional

Amounts, if any, to, but excluding, the Redemption Date, with the net after-tax cash proceeds received by the Issuer of one or more Equity Offerings of the Issuer; provided that not less than 50.0% of the aggregate principal amount of the then-outstanding Notes issued under this Indenture remains outstanding immediately after the occurrence of each such redemption (including Additional Notes but excluding Notes held by the Issuer or any of its Restricted Subsidiaries), unless all such Notes are redeemed substantially concurrently; provided, further, that each such redemption occurs not later than 180 days after the date of closing of the related Equity Offering. The Trustee shall select the Notes to be purchased in the manner described under Sections 3.01 through 3.06.

(c) Except pursuant to clauses (a) and (b) of this Section 3.07 or pursuant to Section 3.08, the Notes will not be redeemable at the Issuer's option prior to the First Call Date.

(d) At any time and from time to time on or after the First Call Date, the Issuer may redeem the Notes, in whole or in part, upon notice in accordance with Section 3.03 hereof, at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth in the table below, plus accrued interest and Additional Amounts thereon, if any, to, but excluding, the applicable Redemption Date, if redeemed during the periods indicated in the table below:

Period	Percentage
July 7, 2027 through July 6, 2028.....	[*]
July 7, 2028 through July 6, 2029.....	[*]
July 7, 2029 and thereafter.....	[*]

(e) Notwithstanding the foregoing, in connection with any tender offer for the Notes, including a Change of Control Offer or an Asset Disposition Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not validly withdraw such Notes in such tender offer and the Issuer, or any third party making such tender offer in lieu of the Issuer, purchases all of the Notes validly tendered and not validly withdrawn by such Holders, the Issuer or such third party shall have the right upon notice in accordance with Section 3.03 hereof, given not more than 30 days following such purchase date, to redeem all Notes that remain outstanding following such purchase at a redemption price equal to the price offered to each other Holder (excluding any early tender or incentive fee) in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest (including Special Interest, if any), and Additional Amounts thereon, if any, to, but excluding, the date of such redemption.

(f) Any redemption pursuant to this Section 3.07 is subject to the right of the Holder of record on the record date to receive interest due on an interest payment date that is on or before the applicable Redemption Date.

(g) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

Section 3.08. Tax Redemption.

(a) If as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations, or any treaties or related agreements to which the Taxing Jurisdiction is a party (including a holding by a court of competent jurisdiction), which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the Issue Date (or, if the Taxing Jurisdiction became a Taxing Jurisdiction on a later date, such later date), (i) the Issuer or any successor to the Issuer has or will become obligated to pay Additional Amounts or (ii) the Guarantors or any successors to the Guarantors have or will become obligated to pay Additional Amounts, in each

case, in excess of the Additional Amounts, if any, that would have been payable on the date that the relevant Taxing Jurisdiction became a Taxing Jurisdiction, 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 100.0% of their principal amount, together with accrued and unpaid interest to, but excluding, the date fixed for redemption, upon notice in accordance with Section 3.03 hereof. No notice of such redemption may be given earlier than 60 days prior to the earliest date on which the Issuer, the Guarantors or successors to the foregoing would, but for such redemption, become obligated to pay any such Additional Amounts were payment then due. For the avoidance of doubt, the Issuer or any successor to the Issuer shall not have the right to so redeem the Notes unless (a) they are or will become obligated to pay such Additional Amounts or (b) the Guarantors or any successors to the Guarantors are or will become obligated to pay such Additional Amounts. Notwithstanding the foregoing, the Issuer or any such successors shall not have the right to so redeem the Notes unless they have taken reasonable measures (including without limitation, using reasonable measures to cause payment on the Notes to be made through a Paying Agent in a different jurisdiction or by the Issuer, any successor to the Issuer or another Subsidiary of the Issuer) to avoid the obligation to pay such Additional Amounts. For the avoidance of doubt, reasonable measures do not include changing the jurisdiction of incorporation of the Issuer or any successor of the Issuer.

(b) In the event that the Issuer or any successor to the Issuer elects to so redeem the Notes, it will deliver to the Trustee: (1) an Officer's Certificate, stating that the Issuer or any successor to the Issuer is entitled to redeem the Notes pursuant to this Section 3.08 and setting forth a statement of facts showing that the condition or conditions precedent to the right of the Issuer or any successor to the Issuer to so redeem have occurred or been satisfied; and (2) an Opinion of Counsel to the effect that (i) the Issuer or any successor to the Issuer has or will become obligated to pay Additional Amounts or the Guarantors or any successors to the Guarantors are or will become obligated to pay Additional Amounts and that such obligation cannot be avoided by taking reasonable measures to avoid such obligation (including, without limitation, by causing payment on the Notes to be made through a Paying Agent in a different jurisdiction or by a Subsidiary of the Issuer), (ii) such obligation is the result of a change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, as described above, and (iii) that all governmental requirements necessary for the Issuer or any successor to the Issuer to effect the redemption have been complied with.

Section 3.09. Mandatory Redemption.

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes; provided, however, that under certain circumstances, the Issuer may be required to offer to purchase Notes under Sections 4.08 and 4.12.

Section 3.10. [Reserved].

Section 3.11. Offer to Purchase by Application of Excess Proceeds.

In the event that, pursuant to Section 4.08 hereof, the Issuer is required to commence an Asset Disposition Offer, it will follow the procedures specified below.

The Asset Disposition Offer shall be made to all Holders of Notes and all holders of Other Offer Notes; provided that the percentage of such Excess Proceeds allocated and offered to the Notes in such Asset Disposition Offer is at least equal to the percentage of the aggregate principal amount of all Priority Lien Debt represented at such time by the Notes. The Asset Disposition Offer will remain open for a period of at least 20 Business Days following its commencement and not more than 30 Business Days, except to the extent that a longer period is required by applicable law (the “Offer Period”). No later than five (5) Business Days after the

termination of the Offer Period (the “Purchase Date”), the Issuer will apply all Excess Proceeds (the “Offer Amount”) to the purchase of Notes and Other Offer Notes (on a pro rata basis, if applicable) or, if less than the Offer Amount has been tendered, all Notes and other Indebtedness tendered in response to the Asset Disposition Offer. Payment for any Notes so purchased will be made in the same manner as interest payments are made.

If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest and Special Interest, if any, will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to Holders of Notes who tender Notes pursuant to the Asset Disposition Offer.

Upon the commencement of an Asset Disposition Offer, the Issuer will deliver a notice to the Trustee and each of the Holders of Notes. The notice will contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Disposition Offer. The notice, which will govern the terms of the Asset Disposition Offer, will specify:

- (1) that the Asset Disposition Offer is being made pursuant to this Section 3.11 and Section 4.08 hereof and the length of time the Asset Disposition Offer will remain open;
- (2) the Offer Amount, the purchase price and the Purchase Date;
- (3) that any Note not tendered or accepted for payment will continue to accrue interest and Special Interest, if any;
- (4) that, unless the Issuer defaults in making such payment, any Note accepted for payment pursuant to the Asset Disposition Offer will cease to accrue interest and Special Interest, if any, after the Purchase Date;
- (5) that Holders of Notes electing to have a Note purchased pursuant to an Asset Disposition Offer may elect to have Notes purchased in integral multiples of \$1,000 only;
- (6) that Holders of Notes electing to have Notes purchased pursuant to any Asset Disposition Offer will be required to surrender the Note, with the form entitled “Option of Holder to Elect Purchase” on the reverse of the Note completed, or transfer by book-entry transfer, to the Issuer, a Depository, if appointed by the Issuer, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(7) that Holders of Notes will be entitled to withdraw their election if the Issuer, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(8) that, if the aggregate principal amount of Notes and other Priority Lien Debt surrendered by holders thereof exceeds the Offer Amount, the Issuer will select the Notes and other Priority Lien Debt to be purchased on a pro rata basis based on the principal amount of Notes and such other Priority Lien Debt surrendered (with such

adjustments as may be deemed appropriate by the Issuer so that only Notes in minimum denominations of \$2,000, and integral multiples of \$1,000 in excess thereof, will be purchased); and

(9) that Holders of Notes whose Notes were purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Issuer will, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Asset Disposition Offer, or if less than the Offer Amount has been tendered, all Notes tendered, and will deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating that such Notes or portions thereof were accepted for payment by the Issuer in accordance with the terms of this Section 3.11. The Issuer, the Depositary or the Paying Agent, as the case may be, will promptly (but in any case not later than five (5) days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Issuer for purchase, and the Issuer will promptly issue a new Note, and the Trustee, upon written request from the Issuer, will authenticate and mail or deliver (or cause to be transferred by book entry) such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Issuer to the Holder thereof. The Issuer will publicly announce the results of the Asset Disposition Offer on the Purchase Date.

Other than as specifically provided in this Section 3.11, any purchase pursuant to this Section 3.11 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

Article 4

COVENANTS

Section 4.01. Payment of Notes.

The Issuer will pay or cause to be paid the principal of, premium, if any, and interest and Special Interest, if any, on, the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest and Special Interest, if any, will be considered paid on the date due if the Paying Agent, if other than the Issuer or a Subsidiary thereof, holds as of 11:00 a.m. Eastern Time on the due date money deposited by the Issuer in immediately available

funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

All references in this Indenture to “interest” shall be deemed to include Special Interest, if applicable.

Section 4.02. Maintenance of Office or Agency.

The Issuer will maintain in the contiguous United States, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The

Issuer will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer fails to maintain any such required office or agency or fails to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee; provided that no office of the Trustee shall be an office or agency of the Issuer for the purpose of service of legal process on the Issuer or any Guarantor, which service shall be made to the Process Agent in accordance with Section 13.07.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission will in any manner relieve the Issuer of its obligation to maintain an office or agency in the contiguous United States for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuer hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Issuer in accordance with Section 2.03 hereof.

Section 4.03. Reports.

(a) The Issuer will deliver to the Trustee within 30 days after the Issuer files them with the SEC, copies of its annual report and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) that the Issuer is required to file with the SEC pursuant to Sections 13 and 15(d) of the Exchange Act. Reports, information and documents filed by the Issuer with the SEC via the EDGAR system will be deemed to have been furnished to the Trustee as of the time such documents are filed via EDGAR.

(b) At any time the Issuer is not subject to Section 13 or 15(d) of the Exchange Act, the Issuer will, so long as any of the Notes will, at such time, constitute “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, promptly provide to the Trustee and will, upon written request, provide to any Holder, beneficial owner or prospective purchaser of such Notes the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to facilitate the resale of such Notes pursuant to Rule 144A under the Securities Act. The Issuer will take such further action as any Holder or beneficial owner of such Notes may reasonably request to the extent from time to time required to enable such Holder or beneficial

owner to sell such Notes in accordance with Rule 144A under the Securities Act, as such rule may be amended from time to time.

(c) Within 10 Business Days after any Appraisal is required to be delivered pursuant to Section 4.15 hereof, the Issuer will furnish to the Trustee a summary of each such Appraisal containing only information summarizing the results of such Appraisal (all of which will be made publicly available) and will post, or shall cause to have posted, the complete Appraisal on a private, restricted website to which Holders of Notes, prospective investors, broker-dealers and securities analysts are given access, subject to such individuals agreeing to confidentiality obligations reasonably acceptable to the Issuer for securities law purposes.

(d) Delivery of reports, information and documents to the Trustee is for informational purposes only and its receipt of such reports shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including

the Issuer's compliance with any of the covenants under this Indenture or the Notes (as to which the Trustee is entitled to rely exclusively on Officer's Certificates). The Trustee will not be obligated to monitor or confirm, on a continuing basis or otherwise, the Issuer's compliance with the covenants or with respect to matters disclosed in any reports or other documents filed with the SEC or EDGAR or any website under this Indenture, or participate in any conference calls.

Section 4.04. Compliance Certificate.

(a) The Issuer shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate stating that a review of the activities of the Issuer and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Issuer has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Issuer has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default has occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Issuer is taking or proposes to take with respect thereto.

(b) So long as any of the Notes are outstanding, the Issuer will deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto.

Section 4.05. Stay, Extension and Usury Laws.

The Issuer and each of the Guarantors covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer and each of the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.06. Restricted Payments.

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Issuer's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Issuer or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Issuer's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than (A) dividends, distributions or payments payable in Qualifying Equity Interests or in the case of preferred stock of the Issuer (to the extent applicable), an increase in the liquidation value thereof and (B) dividends, distributions or payments payable to the Issuer or a Restricted Subsidiary of the Issuer);

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Issuer;

(iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value (collectively for purposes of this clause (iii), a “purchase”) any Indebtedness of the Issuer or any Guarantor that is subordinated to the Notes Obligations in right of payment or distributions from Collateral (but excluding any intercompany Indebtedness between or among the Issuer and any of its Restricted Subsidiaries), except (A) any scheduled payment of interest, (B) any repayment, repurchase, defeasance or other extinguishment of principal within two years of the Stated Maturity thereof, (C) in connection with any Permitted Refinancing Indebtedness in respect of such Indebtedness or (iv) conversion of such Indebtedness into common Equity Interests of the Issuer; or

(iv) make any Restricted Investment,

(all such payments and other actions set forth in these clauses (i) through (iv) above being collectively referred to as “Restricted Payments”), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing as of such time or would result therefrom; and

(2) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and its Restricted Subsidiaries since the Exit Conversion Date (excluding Restricted Payments permitted by clauses (2) through (17) of Section 4.06(b)), is less than the sum, without duplication, of:

[*].

(b) The provisions of Section 4.06(a) hereof will not prohibit:

(1) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or distribution or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of this Indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer) of, Qualifying Equity Interests or from the substantially concurrent contribution of common equity capital to the Issuer; provided that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Qualifying Equity Interests for purposes of clause (a)(2)(C) of Section 4.06 and will not be considered to be Excluded Contributions;

(3) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution), distribution or payment by a Restricted Subsidiary of the Issuer to the holders of its Equity Interests on a pro rata basis (or in the case of the payment of any such Restricted Payment to the Issuer or a Guarantor, on at least a pro rata basis to such Issuer or Guarantor);

(4) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of the Issuer or any Guarantor that is contractually subordinated to the Notes or to the Note Guarantees with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(5) the repurchase, redemption, acquisition or retirement for value of any Equity Interests of the Issuer or any Restricted Subsidiary of the Issuer held by any current or former officer, director, consultant or employee (or their estates or beneficiaries of their estates) of the Issuer or any of its Restricted Subsidiaries pursuant to any management equity plan or equity subscription agreement, stock option agreement, shareholders' agreement or similar agreement; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed [*] in any twelve-month period (except to the extent such repurchase, redemption, acquisition or retirement is in connection with the acquisition of a Permitted Business or merger, consolidation or amalgamation otherwise permitted by this Indenture and in such case the aggregate price paid by the Issuer and its Restricted Subsidiaries may not exceed [*] in connection with such acquisition of a Permitted Business or merger, consolidation or amalgamation); provided, further, that the Issuer or any of its Restricted Subsidiaries may carry over and make in subsequent twelve-month periods, in addition to the amounts permitted for such twelve-month period, up to [*] of unutilized capacity under this clause (5) attributable to the immediately preceding twelve-month period;

(6) the repurchase of Equity Interests or other securities deemed to occur upon (A) the exercise of stock options, warrants or other securities convertible or exchangeable into Equity Interests or any other securities, to the extent such Equity Interests or other securities represent a portion of the exercise price of those stock options, warrants or other securities convertible or exchangeable into Equity Interests or any other securities or (B) the withholding of a portion of Equity Interests issued to employees and other participants under an equity compensation program of the Issuer or its Subsidiaries to cover withholding tax obligations of such persons in respect of such issuance;

(7) so long as no Default or Event of Default has occurred and is continuing, the declaration and payment of regularly scheduled or accrued dividends, distributions or payments to holders of any class or series of Disqualified Stock or subordinated Indebtedness of the Issuer or any preferred stock of any Restricted Subsidiary of the Issuer either outstanding on the Issue Date or issued on or after the Issue Date in accordance with Section 4.07;

(8) payments of cash, dividends, distributions, advances, common stock or other Restricted Payments by the Issuer or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon (A) the exercise of options or warrants, (B) the conversion or exchange of Capital Stock of any such Person or (C) the conversion or exchange of Indebtedness or hybrid securities into Capital Stock of any such Person;

(9) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, any Restricted Payment so long as Consolidated Liquidity shall be at least [*] on a Pro Forma Basis after giving effect to such Restricted Payment;

(10) in the event of a Change of Control, and if no Default shall have occurred and be continuing, the payment, purchase, redemption, defeasance or other acquisition or retirement of any subordinated Indebtedness of the Issuer or any Guarantor, in each case, at a purchase price not greater than [*] of the principal amount of such subordinated

Indebtedness, plus any accrued and unpaid interest (including Special Interest, if any) thereon;

(11) Restricted Payments made with Excluded Contributions;

(12) the distribution, as a dividend or otherwise, of cash in an amount, as of any calendar year, not to exceed [*] of the annual net profits of the preceding calendar year (assuming there are no carry forward losses from previous years) to the extent necessary (and not in excess of the amount necessary) to satisfy Chilean minimum dividend requirements (as such requirements may be amended from time to time) (any dividends pursuant to this clause (12), “Minimum Chilean Dividends”);

(13) the distribution or dividend of assets or Capital Stock of any Person in connection with any full or partial “spin-off” of a Subsidiary or similar transactions having an aggregate Fair Market Value not to exceed [*] since the Issue Date; provided that the assets distributed or dividended do not include, directly or indirectly, any property or asset that constitutes Significant Assets;

(14) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, other Restricted Payments in an aggregate amount (such aggregate amount to be calculated from the Issue Date) not to exceed [*] as of the date of such Restricted Payment;

(15) so long as no Event of Default has occurred and is continuing or would result therefrom, any Restricted Investment by the Issuer and/or any Restricted Subsidiary of the Issuer;

(16) the payment of any amounts in respect of any restricted stock units or other instruments or rights whose value is based in whole or in part on the value of any Equity Interests issued to any directors, officers or employees of the Issuer or any Restricted Subsidiary of the Issuer; and

(17) (A) the repurchase, redemption, acquisition or retirement for value of any Equity Interests of the Issuer, (B) any capital reductions of the Issuer not otherwise resulting from a repurchase, redemption, acquisition or retirement of Equity Interests set forth in (A) above, or (C) any other distributions on Equity Interests of the Issuer not otherwise set forth in (A) or (B) above, in each case under an Issuer’s share repurchase program; provided that the aggregate price paid for all such repurchased, redeemed,

acquired or retired Equity Interests and the amount of all such capital reductions and other distributions made under this clause (17) after the Issue Date may not exceed the [*].

(c) Notwithstanding anything to the contrary in Sections 4.06(a) or 4.06(b), no Investment may be made in any Unrestricted Subsidiary if, after giving effect thereto, the aggregate assets and properties of all Unrestricted Subsidiaries would exceed [*].

(d) In the case of any Restricted Payment that is not cash, the amount of such non-cash Restricted Payment will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary of the Issuer, as the case may be, pursuant to the Restricted Payment.

(e) For purposes of determining compliance with this Section 4.06, if a Restricted Payment (or portion thereof) meets the criteria of more than one of the categories of Restricted

Payments described in clauses (1) through (17) of Section 4.06(b), or is entitled to be made pursuant to Section 4.06(a), or pursuant to any category set forth in the definition of Permitted Investments or other defined term used in this Section 4.06, the Issuer will be entitled to classify on the date of its payment or later reclassify such Restricted Payment (or portion thereof) in any manner that complies with this Section 4.06.

(f) For the avoidance of doubt, the payment on or with respect to, or purchase, redemption, defeasance or other acquisition or retirement for value of any Indebtedness of the Issuer or any Restricted Subsidiary of the Issuer that is not contractually subordinated to the Notes Obligations shall not constitute a Restricted Payment and therefore will not be subject to any of the restrictions described in this Section 4.06.

Section 4.07. Indebtedness.

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or guaranty or otherwise become or remain directly or indirectly liable with respect to any Indebtedness for borrowed money (including in the form of Disqualified Stock), except for:

(1) Priority Lien Debt of the Issuer or Guarantor and any Guarantees of the Issuer or a Guarantor in respect thereof; provided that any Priority Lien Debt shall (i) not be secured other than as permitted by clause (1) of the definition of Permitted Liens and (ii) not be subject to or benefit from any Guarantee by any Person that does not also Guarantee the Notes Obligations; provided, further, that any Priority Lien Debt (other than any Priority Lien Debt incurred in the form of revolving Indebtedness pursuant to clause (b) of the definition thereof, which may be senior or superpriority in right of payment from the Collateral to the Notes Obligations) shall be pari passu in right of payment with the Obligations;

(2) Junior Lien Indebtedness of the Issuer and the Guarantors and any Guarantees of the Issuer or a Guarantor in respect thereof; provided that either (i) such Junior Lien Indebtedness is Permitted Refinancing Indebtedness in respect of Priority Lien Debt, (ii) after giving Pro Forma Effect to the issuance or incurrence of any such Junior Lien Indebtedness, the Total Asset Coverage Ratio is at least equal to [*] or (iii) such Junior Lien Indebtedness is Permitted Refinancing Indebtedness in respect of any Indebtedness incurred pursuant to clause (i) or (ii) of this Section 4.07(a)(2) (or any successive Permitted Refinancing Indebtedness); provided, further, that any Junior Lien Indebtedness shall not be secured other than as permitted by clause (2) of the definition of Permitted

Liens; provided, further, that in the event such Indebtedness being Guaranteed is subordinated in right of payment to the Notes Obligations, then the related Guarantee shall be subordinated in right of payment to the Notes or the Note Guarantees, as the case may be;

(3) unsecured Indebtedness of the Issuer or Guarantors that is Permitted Refinancing Indebtedness in respect of either Priority Lien Debt or Junior Lien Indebtedness (or any successive Permitted Refinancing Indebtedness) and any Guarantees of the Issuer or Guarantors in respect of any of the foregoing; provided that (i) such Indebtedness shall not be subject to or benefit from any Guarantee by any Person that does not also Guarantee the Notes Obligations, (ii) such Indebtedness shall be pari passu in right of payment with the Notes Obligations or subordinated in right of payment with the Notes Obligations, with any such subordinated obligations on terms reasonably satisfactory to the Controlling Representative and (iii) in the event such Indebtedness being Guaranteed is subordinated in right of payment to the Notes Obligations, then the

related Guarantee shall be subordinated in right of payment to the Notes or the Note Guarantees, as the case may be;

(4) (A) unsecured Indebtedness of the Issuer; provided that such Indebtedness (i) is subordinated in right of payment to the Notes Obligations, any other Priority Lien Debt and any Junior Lien Indebtedness on terms reasonably satisfactory to the Controlling Representative, (ii) matures no earlier than the date on which the applicable Notes mature, (iii) has a Weighted Average Life to Maturity no shorter than the Weighted Average Life to Maturity of the applicable Notes and (iv) is not subject to any Guarantee by any Subsidiary or Affiliate of the Issuer; and (B) unsecured Indebtedness of any Guarantor; provided that such Indebtedness (i) is subordinated in right of payment to the Notes Obligations, any other Priority Lien Debt and any Junior Lien Indebtedness on terms reasonably satisfactory to the Controlling Representative, (ii) matures no earlier than the date on which the applicable Notes mature, (iii) has a Weighted Average Life to Maturity no shorter than the Weighted Average Life to Maturity of the applicable Notes and (iv) after giving effect to the incurrence of such Indebtedness under this clause (B) and the receipt and application of the proceeds thereof, the Fixed Charge Coverage Ratio of the Issuer would not be less than [*] on a Pro Forma Basis;

(5) unsecured Indebtedness of the Issuer and its Restricted Subsidiaries solely for working capital purposes; provided that the outstanding amount of Indebtedness incurred pursuant to this Section 4.07(a)(5), together with Indebtedness outstanding pursuant to Section 4.07(a)(9), does not exceed [*];

(6) letters of credit, bank guarantees, bankers' assurances or acceptances, surety bonds, insurance bonds and similar instruments entered into in the ordinary course of business;

(7) Hedging Obligations in respect of Hedging Agreements that are not for speculative purposes;

(8) Indebtedness of the Issuer or any Restricted Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including sale and leaseback transactions, Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof; provided that (i) such Indebtedness is incurred in connection with such sale and leaseback prior to or

within 180 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this Section 4.07(a)(8) shall not exceed [*];

(9) Indebtedness incurred by Receivables Subsidiaries pursuant to Qualified Receivables Transactions; provided that the outstanding amount of Indebtedness incurred pursuant to this Section 4.07(a)(9), together with Indebtedness outstanding pursuant to Section 4.07(a)(5) does not exceed [*];

(10) Indebtedness incurred in connection with any Aircraft Financing (including, without limitation, the RCF Loan Agreement and the Spare Engine Facility Loan Agreement);

(11) Indebtedness of the Issuer and its Restricted Subsidiaries with respect to infrastructure projects consistent with past practice; provided that (i) the Indebtedness incurred pursuant to this Section 4.07(a)(11) shall not exceed the value of the collateral

pledged in connection therewith and (ii) no Significant Assets shall be pledged to secure any such Indebtedness;

(12) following a Collateral Release Event, Indebtedness of the Issuer and its Restricted Subsidiaries secured by Cargo Business Assets (which may include directly or indirectly the Equity Interests in any Subsidiary that does not constitute Collateral or that has been released pursuant to Section 4.26); provided that (x) the outstanding amount of Indebtedness permitted by this Section 4.07(a)(12) shall not exceed [*] and (y) no such Indebtedness shall be secured by a Lien on any Collateral;

(13) unsecured Guarantees of (i) Indebtedness for borrowed money permitted by this Section 4.07 and (ii) other Indebtedness not constituting Indebtedness for borrowed money; provided that such Guarantee of such Indebtedness is not prohibited by the provisions of this Indenture; provided, further, that in the event such Indebtedness being guaranteed is subordinated to the Notes Obligations, then the related Guarantee shall be subordinated in right of payment to the Notes or the Note Guarantee, as the case may be;

(14) intercompany Indebtedness among the Issuer and its Restricted Subsidiaries; provided that (i) any such Indebtedness owing by the Issuer or a Guarantor shall be subordinated to the Obligations pursuant to an Intercompany Note or otherwise on terms reasonably satisfactory to the Controlling Representative and (ii) any such Indebtedness (A) owing to the Issuer or a Guarantor by the Issuer or another Guarantor or (B) owing to the Issuer or a Guarantor by a Restricted Subsidiary that is not the Issuer or a Guarantor if such Indebtedness under this clause (B) owing by such Restricted Subsidiary that is not the Issuer or a Guarantor is [*] or more in the aggregate shall be evidenced by an Intercompany Note pursuant to the provisions contained therein and (iii) any such Indebtedness owing to the Issuer or a Guarantor shall be pledged as Collateral pursuant to the Pledge and Security Agreement;

(15) Indebtedness of Restricted Subsidiaries that are not Guarantors; provided that the outstanding amount of Indebtedness permitted by this Section 4.07(a)(15) shall not exceed [*]; and

(16) unsecured Indebtedness of the Issuer and its Restricted Subsidiaries; provided that (i) the outstanding amount of Indebtedness permitted by this Section 4.07(a)(16) shall not exceed [*]; and (ii) after giving effect to the incurrence of such Indebtedness under this Section 4.07(a)(16) and the receipt and application of the

proceeds thereof, the Fixed Charge Coverage Ratio of the Issuer would not be less than [*] on a Pro Forma Basis.

Section 4.08. Disposition of Significant Assets.

(a) Neither the Issuer nor any Restricted Subsidiary shall sell or otherwise Dispose of any Significant Assets (including, without limitation, by way of any Sale of the Issuer or a Guarantor), except that such sale or other Disposition shall be permitted in the case of (i) a Permitted Disposition or (ii) any other sale or Disposition; provided that, in the case of this clause (ii):

(1) no Event of Default shall have occurred and be continuing or would result therefrom;

(2) the Asset Coverage Test is satisfied on a Pro Forma Basis after giving effect to such sale or other Disposition (including any concurrent pledge of Additional Collateral);

(3) prior to effecting such Disposition, the Issuer shall have delivered an Officer's Certificate to the Trustee and the Collateral Trustee calculating the Asset Coverage Ratio on a Pro Forma Basis after giving effect to such sale or other Disposition (including any pledge of Additional Collateral and/or redemption or repayment of Priority Lien Debt or Senior Priority Refinancing Indebtedness (in each case, in the case of revolving debt together with a permanent reduction in the commitments thereunder), if any);

(4) such sale or other Disposition, if to any other Person, is an arms' length Disposition to a third party that is not an Affiliate of the Issuer or any of its Subsidiaries; and

(5) to the extent that the Issuer receives any Net Proceeds from such sale or other Disposition, such Net Proceeds shall be applied as provided in this Section 4.08;

provided that nothing contained in this Section 4.08 is intended to excuse performance by the Issuer or any Guarantor of any requirement of any Security Document that would be applicable to a Disposition permitted under this Indenture. A Disposition of Collateral referred to in clause (4), (7) or (8) of the definition of "Permitted Disposition" shall not result in the automatic release of such Collateral from the security interest of the applicable Security Document, and the Collateral subject to such Disposition shall continue to constitute Collateral for all purposes of the Notes Documents (without prejudice to the rights of the Issuer to release any such Collateral pursuant to Section 4.16(g)).

(b) Within 365 days after the receipt of any Net Proceeds from (1) a Disposition of Significant Assets (other than a Disposition constituting a Permitted Disposition), (2) a Disposition of Collateral referred to in clause (9) of the definition of "Permitted Disposition" (other than a Disposition of a minority stake in the equity of [*]) or (3) a Recovery Event in respect of Significant Assets, in each case, the Issuer shall apply the Prepayment Percentage of such Net Proceeds:

(1) to invest in or replace, purchase or acquire Significant Assets (or, in the case of Net Proceeds from a Disposition of Collateral or Recovery Event in respect of Collateral, new or additional Collateral), other than an investment in, purchase or acquisition of Significant Assets by a Non-Guarantor Acquired Airline within 365 days after the sale or other Disposition, or Recovery Event, that generated the Net Proceeds; provided that the Issuer will be deemed to have complied with this provision if and to the extent that, within 365 days after the sale or other Disposition, or Recovery Event, that generated the Net Proceeds, the Issuer or any of its Restricted Subsidiaries has entered into and not

abandoned or rejected a binding agreement to acquire, purchase or invest in the assets that would constitute Significant Assets (or Collateral, as applicable) in compliance with the provision described in this clause (1), and that acquisition, purchase or investment is thereafter completed within 180 days after the end of such 365-day period); or

(2) to (i) repay the Revolving Credit Facility (provided that the commitments thereunder are permanently reduced), or any other Priority Lien Debt (and to permanently reduce commitments with respect thereto) to the extent such other Indebtedness and the Liens securing the same are permitted under the terms of this Indenture and the documentation governing such other Indebtedness requires such a prepayment or repurchase thereof with such Net Proceeds or (ii) make an offer to purchase and/or repay, prepay or redeem the Notes, either (i) as provided under Article 3, (ii) through open-

market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or (iii) by making an offer (in accordance with the procedures set forth in Section 4.08(c) for Asset Disposition Offers) to all Holders to purchase their Notes at or above 100% of the principal amount thereof, plus accrued and unpaid interest (including Special Interest, if any), and Additional Amounts thereon, if any, to, but excluding, the date of repurchase.

(c) Any Net Proceeds from a Disposition or Recovery Event that are not applied or invested as provided in Section 4.08(b), together with any Net Proceeds that are earlier designated as “Excess Proceeds” by the Issuer, will constitute “Excess Proceeds.” Within five (5) Business Days of the date on which the aggregate amount of Excess Proceeds exceeds [*] (or earlier if the Issuer so elects), the Issuer will make an offer to purchase and/or repay, prepay or redeem, as applicable, to all Holders of Notes and all holders of other Priority Lien Debt containing provisions similar to those set forth in this Indenture with respect to offers to purchase (“Other Offer Notes”) and prepay any other Priority Lien Debt requiring repayment or prepayment (collectively, whether through an offer or a required prepayment, an “Asset Disposition Offer”); provided that the percentage of such Excess Proceeds allocated and offered to the Notes in such Asset Disposition Offer is at least equal to the percentage of the aggregate principal amount of all Priority Lien Debt represented at such time by the Notes. The offer price in any Asset Disposition Offer will be equal to 100% of the principal amount, plus accrued interest and Additional Amounts (including Special Interest, if any) to, but excluding, the date of purchase, prepayment or redemption, subject to the rights of Holders of the Notes on the relevant record date to receive interest due on the relevant interest payment date, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Disposition Offer, the Issuer may use those Excess Proceeds for any purpose not otherwise prohibited by this Indenture, including to make a similar offer with respect to Junior Lien Indebtedness. If the aggregate principal amount of Notes and other Priority Lien Debt requiring purchase or repayment tendered in such Asset Disposition Offer exceeds the amount of Excess Proceeds allocated to the Notes and other indebtedness in such Asset Disposition Offer, the Issuer will select the Notes and other Priority Lien Debt to be purchased or repaid pro rata based on the aggregate principal amounts so tendered (with such adjustments as may be deemed appropriate by the Issuer so that only Notes in minimum denominations of \$2,000, or an integral multiple of \$1,000 in excess thereof, will be purchased). Upon completion of each Asset Disposition Offer, the amount of Excess Proceeds will be reset at zero.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and

regulations are applicable in connection with the repurchase of Notes as a result of an Asset Disposition Offer. To the extent that the provisions of any such securities laws or regulations conflict with the provisions of Section 3.11 hereof or this Section 4.08, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under Section 3.11 hereof or this Section 4.08 by virtue of any such conflict.

(d) Notwithstanding any other provisions of Section 4.08(b), to the extent any or all of the Net Proceeds of any Disposition by a Restricted Subsidiary or the Net Proceeds of a Recovery Event received by a Restricted Subsidiary are prohibited or delayed by any contractual restriction permitted by this Indenture or any applicable local law (including financial assistance, corporate benefit restrictions on upstreaming of cash intra group and the fiduciary and statutory duties of the directors of such Restricted Subsidiary) from being repatriated or passed on to or used for the benefit of the Issuer or if the Issuer has determined in good faith that repatriation of any such amount to the Issuer would have material adverse tax consequences (including a material acceleration of the point in time when such earnings would otherwise be taxed) with

respect to such amount, the portion of such Net Proceeds so affected will not be required to be applied to prepay the Priority Lien Debt at the times provided in Section 4.08(b) but may be retained by the applicable Restricted Subsidiary so long, but only so long, as the applicable contractual restriction or local law will not permit repatriation or the passing on to or otherwise using for the benefit of the Issuer, or the Issuer believes in good faith that such material adverse tax consequence would result, and once such repatriation of any of such affected Net Proceeds is permitted under the applicable contractual agreement or local law or the Issuer determines in good faith such repatriation would no longer have such material adverse tax consequences, such repatriation will be promptly effected and such repatriated Net Proceeds will be promptly (and in any event not later than five Business Days after such repatriation) applied (net of additional Taxes payable or reasonably estimated to be payable as a result thereof) to the prepayment of the Priority Lien Debt pursuant to Section 4.08(b) (provided that no such prepayment of the Priority Lien Debt pursuant to Section 4.08(b) shall be required in the case of any such Net Proceeds the repatriation of which the Issuer believes in good faith would result in material adverse tax consequences, if on or before the date on which such Net Proceeds so retained would otherwise have been required to be applied to reinvestments or prepayments (after giving effect to the reinvestment period therefor), the Issuer applies an amount equal to the amount of such Net Proceeds to such reinvestments or prepayments as if such Net Proceeds had been received by the Issuer rather than such Restricted Subsidiary, less the amount of additional Taxes that would have been payable or reserved against if such Net Proceeds had been repatriated).

Section 4.09. Liens.

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any property or asset that constitutes Significant Assets, except Permitted Liens.

Section 4.10. Transactions with Affiliates.

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, make any payment to or sell, lease, transfer or otherwise Dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each an “Affiliate Transaction”) involving aggregate payments or consideration in excess of [*], unless:

- (1) the Affiliate Transaction is on terms that are not materially less favorable to the Issuer or the relevant Restricted Subsidiary (taking into account all effects the Issuer or such Restricted Subsidiary expects to result from such transaction, whether tangible or

intangible) than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person; and

(2) the Issuer delivers to the Trustee:

(A) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of [*], but less than or equal to [*], an Officer's Certificate certifying that such Affiliate Transaction complies with clause (1) of this Section 4.10(a); and

(B) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of [*], a board resolution stating the Board of Directors has approved such Affiliate Transaction and determined that it complies with clause (1) of this Section 4.10(a).

(b) The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of Section 4.10(a):

(1) any employment agreement, confidentiality agreement, non-competition agreement, incentive plan, employee stock option agreement, long-term incentive plan, profit sharing plan, employee benefit plan, officer or director indemnification agreement or any similar arrangement entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among the Issuer and/or its Restricted Subsidiaries (including without limitation in connection with any full or partial “spin-off” or similar transactions);

(3) transactions with a Person (other than an Unrestricted Subsidiary of the Issuer) that is an Affiliate of the Issuer solely because the Issuer owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(4) payment of fees, compensation, reimbursements of expenses (pursuant to indemnity arrangements or otherwise) and reasonable and customary indemnities provided to or on behalf of officers, directors, employees or consultants of the Issuer or any of its Restricted Subsidiaries;

(5) any issuance of Qualifying Equity Interests to Affiliates of the Issuer or any increase in the liquidation preference of preferred stock of the Issuer (if any);

(6) transactions with customers, clients, suppliers or purchasers or sellers of goods or services in the ordinary course of business or consistent with past or industry practice or transactions with joint ventures, alliances or alliance members or Unrestricted Subsidiaries entered into in the ordinary course of business or consistent with past or industry practice;

(7) Permitted Investments and Restricted Payments that do not violate Section 4.06;

(8) loans or advances to employees in the ordinary course of business not to exceed [*] in the aggregate at any one time outstanding;

(9) transactions pursuant to agreements or arrangements in effect on the Issue Date or any amendment, modification or supplement thereto or replacement thereof and any

payments made or performance under any agreement as in effect on the Issue Date or any amendment, replacement, extension or renewal thereof (so long as such agreement as so amended, replaced, extended or renewed is not materially less advantageous, taken as a whole, to the holders than the original agreement as in effect on the Issue Date);

(10) transactions between or among the Issuer and/or its Restricted Subsidiaries or transactions between a Receivables Subsidiary and any Person in which the Receivables Subsidiary has an Investment;

(11) any transaction effected as part of a Qualified Receivables Transaction;

(12) any purchase by the Issuer's Affiliates of Indebtedness of the Issuer or any of its Restricted Subsidiaries, the majority of which Indebtedness is offered to Persons who are not Affiliates of the Issuer;

(13) shared services, joint purchasing, systems integration, fleet management and other transactions in the ordinary course of business or consistent with past or industry practice;

(14) transactions between the Issuer or any of its Restricted Subsidiaries and any employee labor union or other employee group of the Issuer or such Restricted Subsidiary; provided such transactions are not otherwise prohibited by this Indenture; and

(15) transactions with captive insurance companies of the Issuer or any of its Restricted Subsidiaries.

Section 4.11. Corporate Existence.

Subject to Section 4.08 and Article 5 hereof, the Issuer and each Guarantor shall do or cause to be done all things reasonably necessary to preserve and keep in full force and effect:

(a) (i) with respect to the Issuer, its corporate existence in accordance with its organizational documents (as the same may be amended from time to time), and (ii) with respect to each Guarantor, its corporate existence, and the corporate, partnership or other existence of each of its Restricted Subsidiaries, in each case, in accordance with the respective organizational documents (as the same may be amended from time to time) of such Person, except where, with respect to clause (ii), the failure to do so would not reasonably be expected to result in a Material Adverse Effect; and

(b) their rights (charter and statutory) and material franchises of the Issuer and each Guarantor and its Restricted Subsidiaries; provided, however, that the Issuer and the Guarantors shall not be required to preserve any such right or franchise, or the corporate, partnership or other existence, of it or any of its Restricted Subsidiaries if the Board of Directors of the Issuer shall determine that the preservation thereof is no longer desirable in the conduct of the business of Issuer and its Subsidiaries, taken as a whole, and that the loss thereof would not, individually or in the aggregate, have a Material Adverse Effect.

For the avoidance of doubt, this Section 4.11 shall not prohibit any actions permitted by Article 5 hereof.

Section 4.12. Offer to Repurchase Upon Change of Control.

(a) Upon the occurrence of a Change of Control in respect of the Notes, unless the Issuer has otherwise exercised its right to redeem the Notes pursuant to the terms of this Indenture, each

Holder of Notes will have the right to require the Issuer to make an offer (a “Change of Control Offer”) to each Holder to repurchase all or any part (equal to minimum denominations of \$2,000 or an integral multiple of \$1,000 in excess thereof) of that Holder’s Notes at a purchase price in cash equal to [*] of the aggregate principal amount of the Notes to be repurchased plus accrued interest (including Special Interest, if any) and Additional Amounts thereon, if any, on the Notes to be repurchased to, but excluding, the date of purchase, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date (the “Change of Control Payment”). Within 30 days following the date upon which any Change of Control has occurred in respect of the Notes, unless the Issuer has otherwise exercised its right to redeem the Notes pursuant to the terms of this Indenture, the Issuer will deliver a notice to each Holder of Notes (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control and stating:

- (1) that the Change of Control Offer is being made pursuant to this Section 4.12 and that all Notes tendered will be accepted for payment;

(2) the purchase price and the purchase date, which shall be no earlier than 10 days and no later than 60 days from the date such notice is sent, other than as may be required by law (the “Change of Control Payment Date”);

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on and after the Change of Control Payment Date;

(5) that Holders of Notes electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled “Option of Holder to Elect Purchase” on the reverse of the Note completed, or transfer by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders of Notes will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased; and

(7) that Holders of Notes whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to minimum denominations of \$2,000 in principal amount or an integral multiple of \$1,000;

provided that the Issuer may, at its option, deliver such notice prior to any Change of Control but after the public announcement of the Change of Control; provided, further, that such notice, if sent prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control occurring on or prior to the Change of Control Payment Date.

(b) On the Change of Control Payment Date with respect to the Notes, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The Paying Agent will promptly deliver (but in any case not later than five days after the Change of Control Payment Date) to each Holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount

to any unpurchased portion of the Notes surrendered, if any. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(c) The Issuer will not be required to make a Change of Control Offer with respect to the Notes if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Issuer and such third party purchases all Notes properly tendered and not withdrawn under its offer.

(d) If Holders of not less than [*] in aggregate principal amount of the outstanding Notes validly tender and do not withdraw the Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer, purchases all of such Notes validly tendered and not withdrawn by such Holders, the Issuer will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a redemption price in cash equal to [*] of the principal amount thereof, plus accrued interest (including Special Interest, if any) and Additional Amounts thereon, if any, to, but excluding, the Redemption Date (subject to the right of holders of record on the relevant record date to receive interest on the relevant interest payment date) pursuant to Sections 3.01 through 3.06 and Section 3.07(e) hereof.

(e) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions set forth in this Section 4.12, the Issuer will comply with those securities laws and regulations and will not be deemed to have breached the Issuer's obligations under this Section 4.12 by virtue of any such conflict.

Section 4.13. Additional Guarantors; Collateral.

(a) On and after the Issue Date, (x) if any Restricted Subsidiary of the Issuer Guarantees the Revolving Credit Agreement or any other Indebtedness of the Issuer or the Guarantors incurred under Sections 4.07(a)(1), 4.07(a)(2) or 4.07(a)(3) or (y) if no such Indebtedness is then outstanding, subject to the Guaranty and Security Principles if any Restricted Subsidiary of the Issuer (other than an Excluded Subsidiary) pledges or grants liens in the Collateral or acquires or holds any Significant Asset, then the Issuer will (i) promptly (and in any event within forty-five (45) calendar days following such acquisition, termination, release or other applicable event, or

such later date as the Controlling Representative may agree in its sole discretion) cause such Restricted Subsidiary to become a Guarantor by executing and delivering to the Trustee a supplemental indenture substantially in the form of Exhibit D hereto and to become a party to each applicable Security Document by executing and delivering to the Trustee and the Collateral Trustee a supplement to the applicable Security Documents pursuant to which certain of such Restricted Subsidiary's Significant Assets will be pledged as Collateral pursuant to the terms of such Security Documents and the Guaranty and Security Principles in favor of the Collateral Trustee or the applicable Local Collateral Agent, (ii) promptly (and in any event within forty-five (45) calendar days following of such acquisition, termination, release or other applicable event) execute and deliver (or cause such Restricted Subsidiary to execute and deliver) to the Collateral Trustee or a Local Collateral Agent, as applicable, such documents and take such actions to create, grant, establish, preserve and perfect the Priority Lien in favor of the Collateral Trustee or a Local Collateral Agent, as applicable, for the benefit of the Secured Parties on such assets of the Issuer or such Restricted Subsidiary, as applicable, to secure the Notes Obligations to the extent required under the applicable Security Documents or reasonably requested by the Collateral Trustee or the Local Collateral Agent (acting at the direction of the

Controlling Representative), as applicable, and to ensure that such Collateral shall be subject to no other Liens other than Permitted Liens, in each case subject to the Guaranty and Security Principles, and (iii) if reasonably requested by the Collateral Trustee (acting at the direction of the Controlling Representative), deliver to the Collateral Trustee, for the benefit of the Secured Parties, a written Opinion of Counsel (which counsel shall be reasonably satisfactory to the Collateral Trustee) to the Issuer or such Restricted Subsidiary, as applicable, with respect to the matters described in clauses (i) and (ii) of this Section 4.13(a), in each case within forty-five (45) calendar days after the addition of such Collateral or Significant Assets and in form and substance reasonably satisfactory to the Collateral Trustee (acting at the direction of the Controlling Representative).

(b) In addition, if any Restricted Subsidiary of the Issuer that has not provided a Note Guarantee elects to pledge any Additional Collateral, then the Issuer will promptly cause such Subsidiary to execute and deliver to the Trustee a supplemental indenture substantially in the form of Exhibit D hereto pursuant to which such Subsidiary will provide a Note Guarantee and to execute and deliver to the Trustee and the Collateral Trustee a supplement to the applicable Security Documents pursuant to which such Restricted Subsidiary's Significant Assets, including such Additional Collateral, will be pledged as Collateral in favor of the Collateral Trustee or the applicable Local Collateral Agent, and to take the steps set forth in clauses (ii) and (iii) of Section 4.13(a).

(c) Notwithstanding anything to the contrary, Issuer may from time to time, upon written notice to the Trustee, (i) elect to cause any Restricted Subsidiary that would otherwise be an Excluded Subsidiary to become a Guarantor (a "Designated Guarantor") but shall have no obligation to do so (and for clarity, there is no obligation to cause any Restricted Subsidiary that would otherwise be an Excluded Subsidiary to become a Designated Guarantor because another Designated Guarantor is formed or acquired in the same jurisdiction), subject to the satisfaction of the requirements of Section 4.13(a) by such Designated Guarantor and (ii) elect to cause any Designated Guarantor to be an Excluded Subsidiary; provided that such Designated Guarantor is either an Excluded Aircraft Subsidiary or does not own any Significant Assets at such time of election (other than pursuant to the thresholds set forth in clause (g) of the definition of "Excluded Subsidiary").

Section 4.14. Designation of Restricted and Unrestricted Subsidiaries.

The Board of Directors may designate any Restricted Subsidiary of the Issuer to be an Unrestricted Subsidiary if that designation would not cause a Default or Event of Default and no Default or Event of Default exists at the time of such designation; provided that if a

Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation, which Investment is permitted at that time under Section 4.06 and if the Restricted Subsidiary otherwise meets the conditions set forth in the definition of an “Unrestricted Subsidiary.”

Any designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary will be evidenced to the Trustee by delivering to the Trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an Officer’s Certificate certifying that such designation complied with the preceding conditions. The Board of Directors may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that (1) no Default or Event of Default would be in existence following such designation, (2) after giving effect to such designation, the Asset Coverage Ratio shall be greater than or equal to [*] and (3)

all Liens of such Unrestricted Subsidiary outstanding immediately following such designation would, if incurred at such time, have been permitted to be incurred for all purposes of this Indenture.

Section 4.15. Delivery of Appraisals. The Issuer shall:

- (1) within thirty (30) Business Days of March 31 of each calendar year;
- (2) on or prior to the date upon which any Additional Collateral is pledged to the Collateral Trustee or a Local Collateral Agent, as applicable, or assets are transferred to the Issuer or a Guarantor in order to constitute Coverage Assets, but only with respect to such Additional Collateral or new Coverage Assets; and
- (3) promptly (but in any event within 45 days) following a request by the Trustee or the Collateral Trustee if an Event of Default has occurred and is continuing,

deliver to the Trustee and the Collateral Trustee one or more Appraisals establishing the Appraised Value of the Coverage Assets; provided, however, that, in the case of clause (2) above, only an Appraisal with respect to the Additional Collateral or new Coverage Assets shall be required to be delivered. The Issuer may from time to time cause Subsequent Appraisals to be delivered to the Trustee and the Collateral Trustee if it believes that any affected Coverage Asset has a higher Appraised Value than that reflected in the most recent Appraisals delivered pursuant to this Section 4.15.

In addition to clauses (1) through (3) above, the Issuer will deliver to the Trustee and the Collateral Trustee (and make available to Holders of Notes, prospective investors, broker-dealers and securities analysts as set forth in Section 4.03(c)) a copy of any Appraisal that is delivered to any other Priority Lien Representative or other holder of Priority Lien Obligations, but has not been or is not being delivered to the Trustee in accordance with such clauses (1) through (3) above, within 10 Business Days of the date on which such Appraisal was given to such other Priority Lien Representative or holder of Priority Lien Obligations.

Notwithstanding the foregoing, the Issuer may make available the Appraisal information required to be delivered under Section 4.03(c) and this Section 4.15 by posting such Appraisal information on a website (which may be nonpublic and may be maintained by the Issuer or a third party) to which access will be given to the Holders of Notes, prospective investors, broker-dealers and securities analysts that certify their status as such to the reasonable satisfaction of the Issuer.

For the avoidance of doubt, the Issuer's failure to deliver any Appraisal required by this Section 4.15 will be deemed to constitute an Event of Default for purposes of clause (4) under Section 6.01 hereof.

Section 4.16. Asset Coverage Ratio.

(a) On the tenth (10th) Business Day after a Reference Date, the Issuer will deliver to the Trustee and the Collateral Trustee an Officer's Certificate demonstrating with reasonable detail the calculation of the Asset Coverage Ratio as of the applicable Reference Date.

If:

(1) the Issuer fails to deliver the Officer's Certificate required by Section 4.16(a) within the time period specified in Section 4.16(a), or

(2) such Officer's Certificate demonstrates that the Asset Coverage Ratio was less than [*] as of the applicable Reference Date (a "Coverage Shortfall"),

then additional interest shall accrue on all outstanding Notes ("Special Interest") in an amount equal to 2.0% per annum of the principal amount of such Notes commencing on such Reference Date, payable on each applicable interest payment date thereafter; provided that such Special Interest shall cease to apply upon either (x) the Issuer delivering to the Trustee an Officer's Certificate demonstrating, with reasonably detailed calculations, that the Issuer's Asset Coverage Ratio was no less than [*], or (y) the Issuer curing such Coverage Shortfall pursuant to Section 4.16(b).

(b) In the event of a Coverage Shortfall, within 45 days after the applicable Reference Date (such 45-day period, the "Cure Period"), the Issuer may:

(1) pledge additional assets as Additional Collateral under the Security Documents to secure Priority Lien Obligations and Junior Lien Obligations and such Additional Collateral will be included in the calculation of Appraised Value as of such Reference Date; and/or

(2) redeem, repay, prepay, repurchase or otherwise retire Priority Lien Debt, including by redeeming Notes pursuant to any available optional redemption provisions of this Indenture, and such redeemed, repaid, prepaid, repurchased or otherwise retired Priority Lien Debt will not be included in the calculation of Appraised Value as of such Reference Date.

(c) If, after giving effect to such actions described in Section 4.16(b) during the Cure Period, the Asset Coverage Ratio would have been greater than [*] as of such Reference Date, as set forth in an Officer's Certificate delivered to the Trustee and the Collateral Trustee no later than the last day of the Cure Period demonstrating such calculations in reasonable detail, then no Special Interest will be payable with respect to such Coverage Shortfall.

(d) Special Interest payable pursuant to the provisions of this Section 4.16 will be calculated and paid in the same manner as regular interest is calculated and paid under this Indenture, and all references to payments of "interest" will be deemed to include Special Interest,

if applicable. Prior to the record date immediately preceding any interest payment date on which Special Interest is due, the Issuer shall deliver written notice to the Trustee and the Holders of the Notes stating that the Issuer is required to pay Special Interest, and setting forth the accrual dates and amount of Special Interest due and payable on Notes on such next interest payment date.

(e) Notwithstanding anything herein to the contrary, for clarity, the Issuer's failure to maintain an Asset Coverage Ratio in excess of [*] will not be deemed to constitute a Default or Event of Default for purposes of clause (4) under Section 6.01 hereof.

(f) Notwithstanding anything to the contrary contained herein, if the Asset Coverage Test is not satisfied solely as a result of damage to or loss of any Collateral covered by insurance (pursuant to which the Collateral Trustee is named as loss payee and with respect to which payments are to be delivered directly to the Collateral Trustee or the Trustee) for which the

insurer thereof has been notified of the relevant claim and has not challenged such coverage, any calculation of the Asset Coverage Ratio (and Total Asset Coverage Ratio) made pursuant to this Indenture shall deem the relevant Issuer or Guarantor to have received Net Proceeds (and to have taken all steps necessary to have pledged such Net Proceeds as Additional Collateral) in an amount equal to the expected coverage amount (as determined by the Issuer in good faith and updated from time to time to reflect any agreements reached with the applicable insurer) and net of any amounts required to be paid out of such proceeds until the earliest of (i) the date any such Net Proceeds are actually first received by the Collateral Trustee or the Trustee, (ii) the date that is 270 days after such damage and (iii) the date on which any such insurer denies such claim; provided, further, that, prior to giving effect to this clause (f), the Appraised Value of the Coverage Assets shall be no less than 100% of the aggregate principal amount of all Priority Lien Debt at such time. If the Trustee or Collateral Trustee should receive any Net Proceeds directly from the insurer in respect of a Recovery Event, the Trustee or the Collateral Trustee, as applicable, shall promptly cause such proceeds to be paid to the applicable Issuer or Guarantor, or to be applied, as applicable, in accordance with Section 4.08.

(g) At the Issuer's request, the Lien on any asset or type or category of asset (including after-acquired assets of that type or category) that (i) has been Disposed in accordance with this Indenture to a Person other than the Issuer or a Guarantor, (ii) is or has become Excluded Assets or (iii) constitutes Additional Collateral, will, in each case, be promptly released; provided that in each case, that the following conditions are satisfied or waived: (A) no Event of Default shall have occurred and be continuing, (B) either (x) after giving effect to such release, the Appraised Value of the Coverage Assets shall satisfy the Asset Coverage Test on a Pro Forma Basis or (y) the Issuer shall designate additional assets as Additional Collateral and comply with Section 4.13 and/or prepay or redeem or cause to be prepaid or redeemed Priority Lien Debt (as selected by the Issuer in its sole discretion), such that, following such actions and such release, the Asset Coverage Test shall be satisfied on a Pro Forma Basis, and (C) the Issuer shall deliver to the Trustee an Officer's Certificate demonstrating Pro Forma Compliance with the Asset Coverage Test after giving effect to such release (including after giving effect to any action taken pursuant to the foregoing clause (B)(y)). Each of the Trustee and the Collateral Trustee agrees to promptly provide any documents or releases reasonably requested by, and at the sole cost and expense of, the Issuer to evidence any such release. For the avoidance of doubt, (aa) nothing contained in the foregoing shall prohibit any substitution of any item of Additional Collateral if such substitution and related release of the Additional Collateral being replaced are permitted or required under the applicable Security Document, and such permitted or required release of such replaced Additional Collateral pursuant to such Security Document shall not be subject to (and shall be

deemed to satisfy) the release conditions in the first sentence of this clause 4.16(g) and (bb) if the Issuer or a Guarantor releases (in accordance with this clause 4.16(g)) any Additional Collateral that has suffered (or corresponding to an asset that suffered) a Recovery Event, the applicable Issuer or Guarantor shall be deemed to have complied with any provisions in the corresponding Security Documents requiring that such Issuer or Guarantor take specific actions in respect of such Recovery Event.

Section 4.17. Air Carrier Status.

Each Air Carrier Entity will use commercially reasonable efforts to maintain at all times its status and rights to operate as an “air carrier” in Chile, Brazil, Peru or Colombia, as applicable, and all other jurisdictions in which it operates air routes from time to time, except to the extent the failure to maintain such rights would not reasonably be expected to result in a Material Adverse Effect. Subject to a Collateral Release Event, each Air Carrier Entity will possess and maintain at all times, all necessary certificates, exemptions, licenses, designations, authorizations and consents required by the FAA, the DOT or any applicable Non-U.S. Aviation Authority or Airport Authority or any other Governmental Authority that are material to the

operation of the Pledged Routes and Material Pledged Slots operated by it, and to the conduct of its business and operations as currently conducted, in each case, to the extent necessary for such Air Carrier Entity's operation of flights, except where a failure to so possess or maintain would not reasonably be expected to have a Material Adverse Effect. Subject to a Collateral Release Event, each Air Carrier Entity will also:

(a) utilize its Material Pledged Slots in a manner consistent with applicable regulations, rules and contracts in order to preserve its right to hold and use its Material Pledged Slots, taking into account any waivers or other relief granted to it by the FAA, the DOT, any Non-U.S. Aviation Authority or any Airport Authority, except to the extent that any failure to utilize would not reasonably be expected to result in a Material Adverse Effect;

(b) cause to be done all things commercially reasonably necessary to preserve and keep in full force and effect its rights in and to use its Material Pledged Slots, including, without limitation, if applicable, satisfying any applicable Use or Lose Rule, except to the extent that any failure to do so would not reasonably be expected to result in a Material Adverse Effect;

(c) use commercially reasonable efforts to utilize its Pledged Routes in a manner consistent with Title 49, the applicable rules and regulations of the FAA, the DOT, any applicable Non-U.S. Aviation Authorities, and any applicable treaty in order to preserve its rights to operate the scheduled services, except to the extent that any failure would not reasonably be expected to result in a Material Adverse Effect; and

(d) cause to be done all things commercially reasonably necessary to preserve and keep in full force and effect its authority to operate the scheduled services, except to the extent that any failure would not reasonably be expected to result in a Material Adverse Effect.

Section 4.18. Regulatory Matters; Utilization; Collateral Requirements.

Subject to a Collateral Release Event, so long as any of the Notes remain outstanding, each of the Issuer and the Guarantors will promptly take all such steps as may be commercially reasonably necessary to maintain, renew and obtain, or obtain the use of, Material Pledged Slots and Material Pledged Routes as needed for its continued and future operations using such Material Pledged Slots or Material Pledged Routes, and pay any applicable filing fees and other expenses related to the submission of applications, renewal requests and other filings as may be reasonably necessary to have access to its Material Pledged Slots and Material Pledged Routes, except to the extent that any failure to do so would not reasonably be expected to result in a Material Adverse Effect.

Section 4.19. Use of Proceeds.

The Issuer and the Guarantors will not use, and will not permit any of their respective Subsidiaries, officers, directors, employees or agents to use, the proceeds of any Notes (i) in violation of any Anti-Corruption Laws or Anti-Money Laundering Laws or (ii) (A) to fund, finance or facilitate any activities or business of or with any Person that, at the time of such funding, financing or facilitation, is the subject or target of Sanctions, (B) to fund, finance or facilitate any activities of or business in any Sanctioned Country, in each case of (A) and (B) except to the extent permitted under Sanctions, or (C) in any other manner that would result in a violation of Sanctions by any Person in connection with this Indenture (including any Person participating or acting in connection with the Notes hereunder, whether as underwriter, advisor, investor, lender, hedge provider, facility or security agent or otherwise).

Section 4.20. Payment of Additional Amounts.

(a) All payments (including any premium paid upon redemption of the Notes) by or on behalf of the Issuer or a successor in respect of the Notes or the Guarantors or a successor in respect of any Note Guarantees will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments, or other governmental charges of whatever nature imposed or levied by or on behalf of Chile, Brazil, the Cayman Islands, Colombia, Ecuador, Peru or the United States or any authority therein or thereof or any other jurisdiction in which the Issuer or the Guarantors (or in each case, their successors) are organized or doing business or from or through which payments are made in respect of the Notes, or any political subdivision or taxing authority thereof or therein (any of the aforementioned being a “Taxing Jurisdiction”), unless the Issuer or the Guarantors (or their respective successors) are compelled by law to deduct or withhold such taxes, duties, assessments, or governmental charges. In such event, the Issuer or the Guarantors (or their respective successors) will make such deduction or withholding, make payment of the amount so withheld to the appropriate Governmental Authority and pay such additional amounts as may be necessary to ensure that the net amounts received by registered Holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest (or other amounts stated to be payable under the Notes) that would have been received in respect of the Notes in the absence of such withholding or deduction (“Additional Amounts”). Notwithstanding the foregoing, no such Additional Amounts shall be payable:

(1) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or 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 or 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 this 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 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, on surrender of such Note for payment on the last day of such period of 30 days;

(3) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or other 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 (or of a fiduciary, settlor, beneficiary, member of shareholder of such holder, if such holder is an estate, a trust, a partnership, or a corporation), if (x) compliance is required by law or an applicable income treaty as a precondition to, exemption from, or reduction in the rate of, the tax, duty, assessment or other governmental charge and (y) the Issuer has given the Holders at least 30 days' notice that Holders will be required to provide such certification, identification, documentation or other requirement;

(4) in respect of any estate, inheritance, gift, sales, transfer, capital gains, excise or personal property or similar tax, duty, assessment or governmental charge, other than as provided in Section 4.20(i);

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

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

(7) in respect of any combination of the above.

(b) Notwithstanding anything to the contrary in this Section 4.20, none of the Issuer, the Guarantors, their respective successors, the Paying Agent or any other person shall be required to pay any Additional Amounts with respect to any payment in respect of any taxes imposed under Sections 1471 through 1474 of the Code, or any successor law or regulation implementing or complying with, or introduced in order to conform to, such sections, or imposed pursuant to any intergovernmental agreement or any agreement entered into pursuant to section 1471(b)(1) of the Code.

(c) 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, an interest holder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Holder.

(d) Payments on the Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation.

(e) In the event that Additional Amounts actually paid with respect to the Notes 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.

(f) Any reference in this Indenture or the Notes to principal, interest or any other amount payable in respect of the Notes by the Issuer or the Note Guarantees by the Guarantors (or their successors) will be deemed also to refer to any Additional Amount, unless the context requires

otherwise, that may be payable with respect to that amount under the obligations referred to in this Section 4.20.

(g) Each of the Issuer and the Guarantors covenants that if any of the Issuer or the Guarantors, as applicable, is required under applicable law to make any deduction or withholding on payments of principal of or interest on the Notes for or on account of any tax, duty, assessment or other governmental charge, at least 10 days prior to the first payment date on the Notes and at least 10 days prior to each payment date thereafter where such withholding is required, the Issuer or the Guarantor, as applicable, shall furnish the Trustee and the Paying Agent with an Officer's Certificate (but only if there has been any change with respect to the matters set forth in any previously delivered Officer's Certificate) instructing the Trustee and the Paying Agent as to whether such payment of principal of or interest on the Notes shall be made without deduction or withholding for or on account of any tax, duty, assessment or other governmental charge, or, if any such deduction or withholding shall be required by the Taxing Jurisdiction, then such certificate shall: (i) specify the amount required to be deducted or withheld on such payment to the relevant recipient; (ii) certify that the Issuer or the Guarantor, as

applicable, shall pay such deduction or withholding amount to the appropriate taxing authority and (iii) certify that the Issuer or the Guarantor, as applicable, shall pay or cause to be paid to the Trustee or the Paying Agent such Additional Amounts as are required by this Section 4.20.

(h) Each of the Issuer and the Guarantors (or their respective successors) will pay any Taxes required to be deducted or withheld pursuant to applicable law and will furnish to the Holders (with a copy to the Trustee), within 60 days after the date such payment is due, either certified copies of Tax receipts evidencing such payment, or, if such receipts are not obtainable, other evidence of such payments reasonably satisfactory to the Holders.

(i) The Issuer or the Guarantors, as applicable, will pay when due any present or future stamp, transfer, court or documentary Taxes or any other excise or property Taxes, charges or similar levies and any penalties, additions to Tax or interest due with respect thereto imposed by Chile, Florida, Brazil, the Cayman Islands, Colombia, Ecuador or Peru (or, in each case, any political subdivision or Governmental Authority thereof or therein having power to tax) with respect to the initial execution, delivery or registration of the Notes or any other document or instrument relating thereto.

(j) Each of the Issuer and the Guarantors agrees to indemnify the Trustee and the Paying Agent for, and to hold each harmless against, any loss, liability or expense reasonably incurred without bad faith on its part arising out of or in connection with actions taken or omitted by it in reliance on any Officer's Certificate furnished pursuant to this Section 4.20 or any failure to furnish such a certificate.

(k) The obligations of the Issuer and the Guarantors pursuant to this Section 4.20 shall survive termination or discharge of this Indenture, payment of the Notes and/or resignation or removal of the Trustee or the Paying Agent.

Section 4.21. Business Activities; Frequent Flyer Program.

The Issuer will not, and will not permit any of its Restricted Subsidiaries to (a) engage in any business other than Permitted Businesses, except to such extent as would not be material to the Issuer and its Restricted Subsidiaries, taken as a whole, or (b) create or acquire any new Frequent Flyer Program unless (i) the related Frequent Flyer Program Assets are owned by the Issuer or a Guarantor, and (ii) to the extent any such Frequent Flyer Program Assets consist of Pledged Receivables and would not have automatically been pledged and subject to a perfected first priority Lien pursuant to the Security Documents in existence as of the Issue Date, execute and deliver to the Collateral Trustee or the applicable Local Collateral Agent, as applicable (subject to the Guaranty and Security Principles) joinders or collateral supplements to

the applicable Security Documents or new Security Documents to create or purport to create and perfect a first priority Lien (subject to Permitted Liens) in such assets in favor of the Collateral Trustee or applicable Local Collateral Agent, as applicable, for the benefit of the Secured Parties within 120 days of such creation or acquisition (or such later date as the Controlling Representative may agree in its sole discretion); provided that clause (b) shall not restrict the acquisition of any Non-Guarantor Acquired Airline so long as the Issuer and its Restricted Subsidiaries continue to operate any existing Frequent Flyer Programs consistent with past practice.

Section 4.22. Negative Pledge Clauses.

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, enter into or become effective any agreement that prohibits or limits the ability of the Issuer or any

Restricted Subsidiary to create, incur, assume or suffer to exist any Lien upon any of its Significant Assets, now owned or hereafter acquired, to secure its obligations under the Notes Documents to which it is a party other than (a) any Priority Lien Debt (so long as any prohibition or restriction in any documentation governing any Priority Lien Debt is not more restrictive in any material respect than this Indenture), including the Revolving Credit Agreement, this Indenture, the 2029 Notes Indenture (if the 2029 Notes are not redeemed in full as of the Issue Date) and the 2030 Notes Indenture (and any documentation governing any Permitted Refinancing Indebtedness in respect of the foregoing (and any successive Permitted Refinancing Indebtedness in respect thereof), so long as any such prohibition or restriction in such documentation is not more restrictive in any material respect than the documentation in respect of the Indebtedness being refinanced), (b) the Collateral Trust Agreement and the Local Collateral Agency Agreements, (c) customary prohibitions and restrictions contained in any agreements governing any debt incurred pursuant to clause (8) of Section 4.07(a) or Aircraft Financing (including, without limitation, the RCF Loan Agreement and the Spare Engine Facility Loan Agreement); provided that any such prohibitions and restrictions only apply to the assets financed thereby or the property subject to such lease or arrangement or any interests or agreements related thereto, (d) any such prohibition or limitation in any co-branding agreement, partnering agreement, airline-to-airline frequent flyer program agreement or similar agreement, in each case relating to a Frequent Flyer Program; provided that (i) prior to entering into any new such agreement or arrangement, the Issuer shall use commercially reasonable efforts to have any such agreement not include any such prohibition or limitation and (ii) any such prohibition or limitation shall apply only with respect to the applicable agreement and the proceeds thereof, (e) subject to a Collateral Release Event, in respect of any contract arising in the ordinary course relating to the cargo business of the Issuer and its Restricted Subsidiaries, any prohibition or limitation in any such contract, and any amendments or modifications thereto so long as such amendment or modification does not expand the scope of any such prohibition or limitation in any material respect; provided that (x) any such prohibition or limitation applies only with respect to the applicable agreement and the proceeds thereof and (y) in respect of any such receivables that would otherwise constitute Collateral, the Issuer shall use commercially reasonable efforts to have any such contract not include any such prohibition or limitation, (f) any agreement in effect at the time any Person becomes a Restricted Subsidiary of the Issuer; provided that such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary of the Issuer, (g) customary prohibitions and limitations contained in agreements relating to the sale of a Restricted Subsidiary (or the assets of the Issuer or a Restricted Subsidiary) pending such sale; provided that such prohibitions and limitations apply only to the Restricted Subsidiary that is to be sold (or the assets to be sold) and such sale is

permitted (or not restricted) hereunder, (h) prohibitions and limitations under agreements evidencing or governing or otherwise relating to Indebtedness not restricted hereby of Restricted Subsidiaries that are not the Issuer or the Guarantors; provided that such prohibitions and limitations are only with respect to assets of such Restricted Subsidiaries, (i) any prohibition or limitation imposed by applicable law, regulation or order, or the terms of any license, authorization, concession or permit issued or granted by a Governmental Authority and (j) any customary prohibitions or limitations arising or agreed to in the ordinary course of business, arising under leases, licenses or other similar contractual arrangements and not relating to any Indebtedness, and that do not (i) restrict assets other than those subject to such leases, licenses or

other arrangements or (ii) taken as a whole, materially diminish the value of the Collateral, in each case, as determined by the Issuer in good faith.

Section 4.23. Restricted Distribution Clauses.

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, enter into or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary of the Issuer to pay dividends or distributions or to dividend the proceeds of any Disposition of Significant Assets to the Issuer or another Restricted Subsidiary, except for such encumbrances or restrictions existing under or by reason of (a) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially of the Equity Interests or assets of such Restricted Subsidiary so long as such Disposition is not restricted hereby, (b) any agreement in effect at the time any Person becomes a Restricted Subsidiary of the Issuer; provided that such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary of the Issuer, (c) provisions with respect to the Disposition or distribution of assets or property in joint venture agreements, asset sale agreements, agreements in respect of sales of Equity Interests and other similar agreements entered into in connection with transactions not prohibited by this Indenture; provided that such encumbrance or restriction shall only be effective against the assets or property that are the subject to such agreements, (d) any instrument governing Indebtedness or Equity Interests of a Person acquired by the Issuer or any of its Restricted Subsidiaries as in effect on the date of such acquisition, which encumbrance or restriction is not applicable to any Person or the property or assets of any Person, other than the Person, or the properties or assets of such Person, so acquired, (e) customary encumbrances or restrictions contained in Aircraft Financings (including, without limitation, the RCF Loan Agreement and the Spare Engine Facility Loan Agreement) or debt incurred pursuant to clause (8) of Section 4.07(a) to the extent such encumbrances and restrictions apply only to the property subject to such lease or arrangement and (f) any customary prohibitions or limitations arising or agreed to in the ordinary course of business, arising under leases, licenses or other similar contractual arrangements and not relating to any Indebtedness, and that do not (i) restrict assets other than those subject to such lease, license or other arrangements, (ii) taken as a whole, materially diminish the value of the Collateral or (iii) taken as a whole, materially affect the ability of Issuer or any Restricted Subsidiary to make future principal or interest payments on outstanding Indebtedness of Issuer or any Restricted Subsidiary, in each case, as determined by the Issuer in good faith.

Section 4.24. Significant Assets Ownership.

Subject to the provisions described (including the actions permitted) under Section 4.08 and Article 5, the Issuer and each Guarantor will continue to maintain its interest in and right to use all property and assets in its reasonable judgment necessary for the conduct of its business, taken as a whole. Each of the Issuer and the Guarantors shall use, operate and maintain the Significant Assets in the same manner and with the same care as shall be the case with similar assets owned by such Issuer or Guarantor without discrimination.

Section 4.25. Insurance.

The Issuer and Guarantors shall:

(a) keep all Significant Assets that constitute tangible property insured at all times against such risks, including risks insured against by extended coverage, as is prudent and customary in each case with companies of the same or similar size in the same or similar businesses and predominately operating in the same jurisdictions as the Issuer and Guarantors;

(b) maintain such other insurance or self-insurance as may be required by law; and

(c) with respect to any Significant Assets (including, for the avoidance of doubt, each Subsidiary of the Issuer whose Equity Interests have been pledged as Collateral), by the time specified in Schedule 4.5 to the Pledge and Security Agreement, (i) ensure that general property insurance and general liability insurance policies are endorsed to the Collateral Trustee's reasonable satisfaction for the benefit of the Collateral Trustee (including, without limitation, by naming the Collateral Trustee as certificate holder, mortgagee and loss payee or additional insured) and (ii) ensure that such endorsements shall state that such insurance policies shall not be cancelled or materially adversely changed without at least thirty (30) days' prior written notice thereof, except in the case of a cancellation or material adverse change resulting from war, which shall require at least seven (7) days' prior written notice thereof, by the respective insurer to the Collateral Trustee.

Section 4.26. Release of Collateral Upon Collateral Release Event.

(a) At the Issuer's request, the Lien on any Supplemental Collateral (either all or a portion thereof, and including after-acquired assets of that type or category) will be released (any such release, a "Collateral Release Event," and the released assets subject of a Collateral Release Event, the "Released Assets"); provided that in each case, the following conditions are satisfied or waived:

(1) As of the calculation date set forth in the Collateral Release Event Notice (which (A) shall be considered a Reference Date for the purposes of this calculation and (B) for the avoidance of doubt, may be prior to the Issue Date), the Asset Coverage Test (calculated based on an Appraised Value of the Coverage Assets (after giving effect to such Collateral Release Event) delivered to the Trustee and the Collateral Trustee no more than 120 days prior to such calculation date (including, for the avoidance of doubt, the Appraised Value reflected in the Appraisals included in the Offering Memorandum as annexes thereto)) is satisfied on a Pro Forma Basis;

(2) the Released Assets shall no longer secure any Priority Lien Debt or Junior Lien Indebtedness (including after any concurrent release of Liens on such Released

Assets securing such Priority Lien Debt or Junior Lien Indebtedness, as permitted pursuant to the Priority Lien Documents and the Junior Lien Documents);

(3) no release of Permanent Collateral shall be permitted;

(4) no Event of Default shall have occurred and be continuing or would result from such Collateral Release Event; and

(5) the Issuer shall deliver an Officer's Certificate to the Trustee and the Collateral Trustee certifying that the foregoing conditions have been satisfied (the "Collateral Release Event Notice"), which Collateral Release Event Notice shall include (A) the calculation date as of which the Asset Coverage Test was measured, (B) a reasonably detailed description of the basis for the calculation of the Asset Coverage Test, (C) a description of the Released Assets and (D) a representation that the conditions thereto have been satisfied.

(b) Upon the occurrence of a Collateral Release Event, (i) any Guarantor that holds no Significant Assets (after giving effect to such Collateral Release Event) other than (A) Released Assets in respect of such Collateral Release Event, (B) intercompany and third-party loans, (C) any Cargo Business Assets relating to the portion of the cargo business of the Issuer and its Restricted Subsidiaries for which such Released Assets are used or in the jurisdiction in which such Released Assets are located, in each case as determined in good faith by the Issuer, and/or (4) directly or indirectly, Equity Interests in Subsidiaries whose Significant Assets (after giving effect to such Collateral Release Event) consist only of the foregoing clauses (A), (B) and/or (C), shall be automatically released from all Obligations under its Note Guarantee and (ii) the Liens on the Equity Interests in such Guarantor shall be a Released Asset and shall be released and no longer be part of the Collateral.

(c) Upon the receipt of a Collateral Release Event Notice in respect of any Released Assets, the Collateral Trustee shall, subject to Sections 10.05 and 12.03, at the sole cost and expense of the Issuer and without recourse or warranty, without further instructions or notices from the Controlling Representative, the Trustee or any other Priority Lien Representative or Junior Lien Representative, or otherwise, undertake any and all actions and deliver any other notices or instructions required to implement or evidence the releases set forth in Section 4.26(b) including, without limitation, (i) executing any amendments to the Collateral Trust Agreement, the Pledge and Security Agreement, any other Security Document and any related documents reasonably requested by the Issuer, (ii) promptly filing or authorizing the filing of, executing and delivering, as applicable, to the Issuer, for filing by the Issuer, all UCC-3 amendment statements and similar documents, including Intellectual Property releases, that the Issuer shall reasonably request in the Collateral Release Event Notice to evidence the release of the Collateral Trustee's Lien on the Released Assets and (iii) performing such other actions reasonably requested by the Issuer to effect such release of the Released Assets, including delivery of certificates, securities and instruments and instructing the Local Collateral Agents to undertake any and all actions (including executing any applicable amendments to the Security Documents, and recording any applicable local filings) to implement or evidence such release. Any execution and delivery of documents pursuant to this Section 4.26(c) shall be without recourse to or representation or warranty by the Collateral Trustee or any Secured Party. Without limiting the provision of this Section 4.26(c), the Issuer shall reimburse (or cause to be reimbursed) the Collateral Trustee in accordance with the Priority Lien Documents for all reasonable and documented fees, out-of-pocket costs and expenses, including the fees, charges and expenses of counsel, incurred by it in connection with any action contemplated by this Section 4.26(c). For the avoidance of doubt and notwithstanding anything provided for in this Section 4.26(c), a security interest and Lien shall

continue in any Proceeds, products, rents and profits of any of the foregoing Collateral in respect of which the security interest has been released.

(d) Upon a Collateral Release Event, (i) if any Released Assets include Cargo Business Assets, the “Coverage Assets” shall no longer include any such Released Assets or any Cargo Business Assets relating to the portion of the cargo business of the Issuer and its Restricted Subsidiaries for which such Released Assets are used or in the jurisdiction in which such Released Assets are located, in each case as determined in good faith by the Issuer and (ii) if any Released Assets include Pledged SGR, the “Coverage Assets” shall no longer include any such Released Assets.

(e) For the avoidance of doubt, the Issuer may send multiple Collateral Release Event Notices, and there can be multiple Collateral Release Events.

Article 5

SUCCESSORS

Section 5.01. Merger, Consolidation, or Sale of Assets.

(a) None of the Issuer or any of its Restricted Subsidiaries (whichever is applicable, the “Subject Company”) shall, directly or indirectly, (i) consolidate or merge with or into another Person (whether or not such Subject Company is the surviving Person) or (ii) Dispose of all or substantially all of the properties or assets of the Subject Company and its Restricted Subsidiaries, taken as a whole, in one or more related transactions, to another Person; provided that:

(1) this Section 5.01(a) shall not restrict the foregoing actions by the Issuer if:

(A) (x) the Issuer is the surviving Person or (y) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such Disposition has been made is an entity organized or existing under the laws of a Specified Jurisdiction, and, if such entity is not a corporation, a co-obligor of the Notes is a corporation organized or existing under any such laws;

(B) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or the Person to which such Disposition has been made assumes all the obligations of the Subject Company under the Notes Documents by operation of law (if the surviving Person is the Issuer) or pursuant to Section 4.13 or otherwise pursuant to a supplemental indenture and such amendments or supplements to the Security Documents as are necessary to effect such assumption;

(C) immediately after such transaction, no Default or Event of Default exists;

(D) with respect to any merger or consolidation by the Issuer with any Guarantor or any Disposition by the Issuer, after giving effect thereto, the interests of the holders in respect of the Collateral are not adversely affected; and

(E) the Subject Company shall have delivered to the Trustee an Officer’s Certificate stating that such consolidation, merger or Disposition complies with the applicable provisions of this Indenture;

(2) any Restricted Subsidiary of the Issuer that is not the Issuer or a Guarantor may consolidate or merge with or into the Issuer or a Guarantor or Dispose of all or substantially all of its properties to the Issuer or a Guarantor so long as, with respect to any consolidation or merger either (A) such Issuer or Guarantor is the surviving Person or (B) (1) the Person formed or surviving any such consolidation (if other than such Issuer or Guarantor) is an entity organized or existing under the laws of a Specified Jurisdiction and (2) the Person formed by or surviving any such consolidation or merger assumes all the obligations of such Issuer or Guarantor under the Notes Documents by operation of law or pursuant to Section 4.13 or otherwise pursuant to agreements reasonably satisfactory to the Trustee and the Collateral Trustee;

(3) any Guarantor may consolidate or merge with or into either Issuer or any Guarantor or Dispose of all or substantially all of its properties to either Issuer or another Guarantor so long as (x) after giving effect thereto, the interests of the holders in respect of the Collateral are not adversely affected and (y) in the case of any Disposition, the

transferee is the Issuer or a Guarantor and the transferee is either (1) in the same jurisdiction as the transferor, (2) a Specified Jurisdiction or (3) another jurisdiction reasonably satisfactory to the Controlling Representative;

(4) any Restricted Subsidiary that is not the Issuer or a Guarantor may consolidate or merge with or into any other Restricted Subsidiary that is not the Issuer or a Guarantor or Dispose of all or substantially all of its properties to a Restricted Subsidiary that is not the Issuer or a Guarantor; provided that (x) with respect to any consolidation or merger between a Restricted Subsidiary whose Equity Interests constitute Collateral and a Restricted Subsidiary whose Equity Interests do not constitute Collateral, the Restricted Subsidiary whose Equity Interests constitute Collateral shall be the surviving Person and (y) no Subsidiary whose Equity Interests constitute Collateral may Dispose of all or substantially all of its properties to a Restricted Subsidiary whose Equity Interests do not constitute Collateral, unless, in each case, under (x) and (y), (1) such Equity Interests of the applicable Restricted Subsidiary (the “Subject Entity”) that do not constitute Collateral as of the date of such consolidation or merger are promptly pledged as Collateral on or following the consummation of such consolidation or merger and (2) the Subject Entity is organized in a Security Jurisdiction (as defined in the Guaranty and Security Principles) or a different jurisdiction reasonably satisfactory to the Controlling Representative;

(5) any Permitted Investment may be structured as a merger or consolidation (provided that (x) if the Issuer is a party to such merger or consolidation, the Issuer shall be the surviving Person thereof, (y) if the Issuer or a Guarantor is a party to such merger or consolidation, such Issuer or Guarantor shall be the surviving Person thereof and (z) if a Restricted Subsidiary that is not the Issuer or a Guarantor is a party to such merger or consolidation, such Restricted Subsidiary shall be the surviving Person thereof);

(6) any merger, consolidation, dissolution or liquidation, in each case, not involving the Issuer, may be effected for the purposes of effecting a Disposition permitted by this Indenture; and

(7) the dissolution of any Restricted Subsidiary (that is not the Issuer or a Guarantor) with no or *de minimis* assets is permitted.

Section 5.02. Successor Corporation Substituted.

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of any

Subject Company in a transaction that is subject to, and that complies with the provisions of clauses (1) and (2) of Section 5.01(a), the successor Person formed by such consolidation or into or with which such Subject Company is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Indenture and the other Notes Documents referring to such Subject Company shall refer instead to the successor Person and not to such Subject Company), and may exercise every right and power of such Subject Company under this Indenture and the other Notes Documents with the same effect as if such successor Person had been named as such Subject Company herein and therein; provided, however, that the predecessor Subject Company (in the case of the Issuer), if applicable, shall not be relieved from the obligation to pay the principal of, and interest, if any, on the Notes except in the case of a sale

of all of such Subject Company's assets in a transaction that is subject to, and that complies with the provisions of clause (1) of Section 5.01(a).

Article 6

DEFAULTS AND REMEDIES

Section 6.01. Events of Default.

Each of the following is an "Event of Default" with respect to the Notes:

- (1) default in the payment of any installment of interest (including Special Interest, if any) on the Notes for 30 days after becoming due and payable;
- (2) default in the payment of principal of or premium, if any, on the Notes when they become due and payable at their Stated Maturity, upon redemption, by declaration or otherwise;
- (3) failure by the Issuer or any Guarantor to comply with the provisions of Sections 4.12 or 5.01 hereof;
- (4) failure by the Issuer or any Guarantor to observe or perform any covenant or agreement in the Notes Documents applicable to the Notes, which continues for a period of 60 days after the notice specified in this Section 6.01;
- (5) (a) the Issuer or any Guarantor shall default in the performance of any obligation relating to Material Indebtedness and any applicable grace periods shall have expired and any applicable notice requirements shall have been complied with, and as a result of such default the holder or holders of such Material Indebtedness or any trustee or agent on behalf of such holder or holders shall have caused such Material Indebtedness to become due prior to its scheduled final maturity date or (b) the Issuer or any Guarantor shall default in making any payment in respect of any Material Indebtedness outstanding under one or more agreements of the Issuer or a Guarantor, any applicable grace periods shall have expired and any applicable notice requirements shall have been complied with;
- (6) failure by the Issuer or any of its Restricted Subsidiaries to pay judgments by a court or courts of competent jurisdiction aggregating in excess of [*] (determined net of amounts covered by insurance policies issued by creditworthy insurance companies), which judgments are not paid, discharged or stayed for a period of sixty (60) days;

(7) except as permitted by this Indenture, any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor denies or disaffirms in writing its obligations under such Note Guarantee;

(8) (a) any material provision of any Notes Document ceases to be valid and binding obligations of the Issuer or any applicable Guarantor party thereto, or the Issuer or any applicable Guarantor party thereto shall so assert in any pleading filed in any court, (b) the Issuer or any other Person contests in writing the validity or enforceability of any provision of any Notes Document; or the Issuer denies in writing that it has any or further liability or obligation under any Notes Document, or purports in writing to revoke, terminate or rescind the Notes, this Indenture or any Security Document, or (c) the Liens on any material portion of the Collateral intended to be created by the Notes Documents shall cease to be or shall not be a valid and perfected Lien having the

priorities required by this Indenture or by the Collateral Trust Agreement, the Junior Lien Intercreditor Agreement or any other Intercreditor Agreement, as applicable (except as permitted by the terms of this Indenture or such Security Documents);

(9) the Issuer, any Guarantor or any Significant Subsidiary of the Issuer pursuant to or within the meaning of Bankruptcy Law:

- (A) commences a voluntary case,
- (B) consents to the entry of an order for relief against it in an involuntary case,
- (C) consents to the appointment of a custodian of it or for all or substantially all of its property,
- (D) makes a general assignment for the benefit of its creditors, or
- (E) generally is not paying its debts as they become due; and

(10) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

- (A) is for relief against the Issuer, any Guarantor or any Significant Subsidiary of the Issuer in an involuntary case;
- (B) appoints a custodian of the Issuer, any Guarantor or any Significant Subsidiary of the Issuer; or
- (C) orders the liquidation of the Issuer, any Guarantor or any Significant Subsidiary of the Issuer;

and the order or decree remains unstayed and in effect for 60 consecutive days.

A Default under clause (4) of Section 6.01 above will not constitute an Event of Default with respect to the Notes until the Trustee notifies the Issuer or the Holders of at least 25% in principal amount of the outstanding Notes notify the Issuer and the Trustee of the Default (such notice being a “Notice of Default”) and the Issuer (or the applicable Guarantor, as the case may be) does not cure such Default within 60 days after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a “Notice of Default.”

Notwithstanding the foregoing, any time period set forth above to cure any actual or alleged default or Event of Default may be extended or stayed by a court of competent jurisdiction.

Section 6.02. Acceleration.

In the case of an Event of Default specified in clause (9) or (10) of Section 6.01 hereof, with respect to the Issuer, any Guarantor or any Significant Subsidiary of the Issuer, the principal of and premium, if any, and accrued and unpaid interest (including Special Interest, if any) on all outstanding Notes will become due and payable immediately without any declaration or further action or notice on the part of the Trustee or any Holder. If any other Event of Default

occurs and is continuing with respect to the Notes, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may, by written notice to the Issuer (and to the Trustee if such notice is given by the Holders), declare all the Notes to be due and payable immediately.

Upon any such declaration, the principal of and premium, if any, and accrued and unpaid interest (including Special Interest, if any) on the Notes shall become due and payable immediately.

Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of the Holders of all of the Notes, rescind an acceleration and its consequences hereunder, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest (including Special Interest, if any) on the Notes, if the rescission would not conflict with any judgment or decree and if all Events of Default with respect to the Notes, other than the non-payment of principal or interest which have become due solely by such acceleration, have been cured or waived.

Section 6.03. Other Remedies.

If an Event of Default with respect to the Notes occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest (including Special Interest, if any) on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default with respect to the Notes shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults.

Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of the Holders of all of the Notes, waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, premium, if any, or interest (including Special Interest, if any) on the Notes (including in connection with an offer to purchase); provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences pursuant to Section 6.02 hereof. Upon any such waiver, such Default shall cease to exist, and any Event of

Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05. Control by Majority.

Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee with respect of the Notes or exercising any trust or power conferred to

the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or the Notes or that the Trustee determines is unduly prejudicial to the rights of other Holders or would involve the Trustee in personal liability (it being understood that the Trustee has no duty to determine if any directed action is prejudicial to any Holder). Prior to taking any such action hereunder, the Trustee shall be entitled to indemnification satisfactory to it against all fees, losses, liabilities and expenses (including attorney's fees and expenses) that may be caused by taking or not taking such action.

Section 6.06. Limitation on Suits.

Except to enforce the right to receive payment of principal, premium, if any, or interest (including Special Interest, if any) when due, no Holder may pursue any remedy with respect to this Indenture or the Notes unless:

- (1) an Event of Default has occurred and is continuing with respect to the Notes, and such Holder has given the Trustee prior written notice that an Event of Default with respect to the Notes is continuing;
- (2) Holders of at least 25% in aggregate principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;
- (3) such Holder or Holders of Notes offer and, if requested, provide to the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;
- (4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer or provision of security or indemnity; and
- (5) during such 60-day period, Holders of a majority in aggregate principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with such request.

A Holder of Notes may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not actions or forbearances by a Holder would prejudice the rights of another Holder or result in a preference of priority over another Holder).

Section 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal, premium, if any, and interest on the Note (including Special

Interest, if any), on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(1) or (2) hereof occurs and is continuing with respect to the Notes, the Trustee is authorized to recover judgment in its own name and as Trustee of an express trust against the Issuer for the whole amount of principal of,

premium, if any, and interest (including Special Interest, if any) remaining unpaid on, the Notes and interest (including Special Interest, if any) on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Trustee, their agents and counsel.

Section 6.09. Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Trustee, their agents and counsel) and the Holders of Notes allowed in any judicial proceedings relative to the Issuer (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders of Notes, to pay to the Trustee and Collateral Trustee any amount due to each of them for the reasonable compensation, expenses, disbursements and advances of the Trustee, the Collateral Trustee, their agents and counsel, and any other amounts due the Trustee under Section 7.06 hereof and the Collateral Trustee under Section 12.05 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, the Collateral Trustee, their agents and counsel, and any other amounts due the Trustee under Section 7.06 hereof and the Collateral Trustee under Section 12.05 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders of Notes may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities.

Subject to the Collateral Trust Agreement and the Intercreditor Agreements, if, in connection with any Event of Default or acceleration of the Notes, the Trustee collects any money pursuant to this Article 6 or, while an Event of Default with respect to the Notes is

continuing, any other money or property distributable in respect of the obligations of the Issuer or any Guarantor under this Indenture, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.06 hereof, including, as applicable, payment of all reasonable compensation, out-of-pocket expenses and liabilities incurred, and all advances made, by the Trustee and the costs and reasonable out-of-pocket expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest (including Special Interest, if any), ratably,

without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any and interest (including Special Interest, if any), respectively; and

Third: to the Issuer, the Guarantors, if applicable, or to such party as a court of competent jurisdiction shall direct.

The Trustee, upon prior notice to the Issuer, may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11. Undertaking for Costs

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes.

Article 7

TRUSTEE

Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee will exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the duties of the Trustee will be determined solely by the express provisions of this Indenture, and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

However, the Trustee will examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(2) the Trustee will not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof or in accordance with the direction of a majority in aggregate principal amount of Notes outstanding relating to the exercise of any right or power of the Trustee under this Indenture.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (c), and (e) of this Section 7.01.

(e) No provision of this Indenture will require the Trustee to expend or risk its own funds or incur any liability. The Trustee will be under no obligation to exercise any of its rights and powers under this Indenture at the request or direction of any Holders of Notes, unless such Holder has offered, and if requested, provided to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee will not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) The Trustee is hereby authorized to execute the Collateral Trust Agreement, the Local Collateral Agency Agreements, any Intercreditor Agreements and any other Security Document to which it may be a party and perform its obligations in accordance with their terms, and whether or not expressly stated therein, the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be compensated, reimbursed and indemnified, are extended to the Trustee's execution and performance of each such agreement.

(h) At any time that the Trustee is the Controlling Representative, the Trustee shall be entitled to act or refrain from acting in accordance with direction from a majority of aggregate principal amount of the Notes, and shall have no obligation to take any discretionary action or

make any determination in the absence of such direction, accompanied by, if requested, indemnity or security satisfactory to the Trustee.

Section 7.02. Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee will not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel will be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and will not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee will not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer will be sufficient if signed by an Officer of the Issuer.

(f) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon an Officer's Certificate.

(g) The Trustee will be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Notes unless such Holders of Notes have offered, and if requested, provided to the Trustee indemnity or security satisfactory to the Trustee against the losses, liabilities and expenses that might be incurred by it in compliance with such request or direction.

(h) In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default or Event of Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(j) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder and under the other Note Documents and by the Collateral Trustee.

(k) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(l) The permissive rights of the Trustee enumerated herein and in the other Note Documents shall not be construed as duties.

Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may become a creditor of, or otherwise deal with the Issuer or any of its Affiliates with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Agent and the Collateral Trustee may do the same with like rights and duties. The Trustee is also subject to Section 7.09 hereof.

Section 7.04. Trustee's Disclaimer.

The Trustee will not be responsible for and makes no representation as to the validity or adequacy of this Indenture, the Notes, the Note Guarantees, the Security Documents or the Collateral, it shall not be accountable for the Issuer's use of the proceeds from the Notes or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it will not be responsible for any statement or recital herein or any statement in the Offering Memorandum, the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

The Trustee shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein. Beyond the exercise of reasonable care in the custody of Collateral in its possession, the Trustee will not have any duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto (except as required under applicable law), and neither the Trustee nor the Collateral Trustee will be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any Liens on the Collateral. The Trustee will be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property, and the Trustee will not be liable or responsible for any loss or diminution in the value of any of the Collateral by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Trustee in good faith.

Section 7.05. Notice of Defaults.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee will mail to Holders of Notes a notice of the Default or Event of Default within the later of 90 days after it occurs and promptly after obtaining knowledge thereof. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest (including Special Interest, if any) on, any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of Notes.

Section 7.06. Compensation and Indemnity.

(a) The Issuer will pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder. The Trustee's compensation will not be limited by any law on compensation of a trustee of an express trust. The Issuer will reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses will include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

(b) The Issuer and the Guarantors, jointly and severally, will indemnify the Trustee against any and all losses, liabilities or expenses incurred by it arising out of or in connection

with the acceptance or administration of its duties under this Indenture and the other Notes Documents, including the costs and expenses of enforcing this Indenture and the other Notes Documents against the Issuer or any Guarantor (including this Section 7.06) and defending itself against any claim (whether asserted by the Issuer, any Guarantor, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder or thereunder, except to the extent any such loss, liability or expense may be attributable to its own negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction. The Trustee will notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer will not relieve the Issuer of its obligations hereunder. The Issuer will defend the claim and the Trustee will cooperate in the defense. The Trustee may have separate counsel, and the Issuer will pay the reasonable fees and expenses of such counsel. The Issuer shall not pay for any settlement made without its consent, which consent will not be unreasonably withheld.

(c) The obligations of the Issuer under this Section 7.06 will survive the satisfaction and discharge of this Indenture and the resignation or removal of the Trustee.

(d) To secure the Issuer's payment obligations in this Section 7.06, the Trustee will have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien will survive the satisfaction and discharge of this Indenture and the resignation or removal of the Trustee. The Trustee's rights to receive payment of any amounts due under this Section 7.06 shall not be subordinate to any other liability or Indebtedness of the Issuer.

(e) When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(9) or (10) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.07. Replacement of Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.07.

(b) The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuer. The Holders of a majority in aggregate principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Issuer in writing. The Issuer may remove the Trustee if:

- (1) the Trustee fails to comply with Section 7.09 hereof;
 - (2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
 - (3) a custodian or public officer takes charge of the Trustee or its property; or
 - (4) the Trustee becomes incapable of acting.
- (c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuer will promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer, or the Holders of at least 10% in aggregate principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.09 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee will deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee will become effective, and the successor Trustee will have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee will mail a notice of its succession to Holders of Notes. The retiring Trustee will promptly transfer all property held by it as Trustee to the successor Trustee; provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.06 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.07, the Issuer's obligations under Section 7.06 hereof will continue for the benefit of the retiring Trustee.

Section 7.08. Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act will be the successor Trustee.

Section 7.09. Eligibility; Disqualification.

There will at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$100.0 million as set forth in its most recent published annual report of condition.

Article 8

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

The Issuer may at any time, at the option of its Board of Directors evidenced by a resolution accompanied by an Officer's Certificate, elect to have either Section 8.02 or 8.03 hereof be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02. Legal Defeasance and Discharge.

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.02 with respect to the Notes, the Issuer and each Guarantor will, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Notes (including the Note Guarantees) on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer and the Guarantors will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes (including the Note

Guarantees), which will thereafter be deemed to be “outstanding” only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in clauses (1) and (2) below, and to have satisfied all its other obligations under such Notes, the Note Guarantees and this Indenture (and the Trustee, on demand of and at the expense of the Issuer, shall execute such instruments reasonably requested by the Issuer acknowledging the same), except for the following provisions which will survive until otherwise terminated or discharged hereunder:

- (1) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, or interest (including Special Interest, if any) or premium, if any, on, such Notes when such payments are due from the trust referred to in Section 8.04 hereof;
- (2) the Issuer’s obligations with respect to such Notes under Article 2 and Section 4.02 hereof;
- (3) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer’s and each Guarantor’s obligations in connection therewith; and
- (4) this Article 8.

Subject to compliance with this Article 8, the Issuer may exercise its option under this Section 8.02 with respect to the Notes notwithstanding the prior exercise of its option under Section 8.03 hereof with respect to the Notes.

Section 8.03. Covenant Defeasance.

Upon the Issuer’s exercise under Section 8.01 hereof of the option applicable to this Section 8.03 with respect to the Notes, the Issuer and each Guarantor will, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from each of their obligations under the covenants contained in Sections 4.03, 4.04, 4.06, 4.07, 4.08, 4.09, 4.10, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.21, 4.22, 4.23, 4.24, 4.25 and 4.26 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 hereof are satisfied (hereinafter, “Covenant Defeasance”), and the Notes will thereafter be deemed not “outstanding” for the purposes of any determination of the Asset Coverage Ratio or Total Asset Coverage Ratio, or any direction, waiver, consent or declaration or act of Holders of Notes (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed “outstanding” for all other purposes hereunder (it being understood that the Notes will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, and Note Guarantees in respect thereof, the Issuer and the Guarantors may omit to comply with and will have no liability in respect of any

term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply will not constitute a Default or an Event of Default under Section 6.01 hereof with respect to the Notes, but, except as specified above, the remainder of this Indenture and such Notes and Note Guarantees will be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.03 with respect to the Notes, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(3) (with respect to the covenants defeased), 6.01(4) (with respect to the covenants

defeased), 6.01(5), 6.01(6), 6.01(7) and 6.01(8) hereof will not constitute Events of Default with respect to the Notes.

Section 8.04. Conditions to Legal or Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.02 or 8.03 hereof with respect to the Notes:

(1) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of Notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof (together with any proceeds or other return thereon while held on deposit, a “Redemption Deposit”), in such amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm, or firm of independent public accountants, to pay the principal of, premium, if any, and interest (including Special Interest, if any) on, the outstanding Notes on the stated date for payment thereof or on the applicable Redemption Date, as the case may be, and the Issuer must specify whether the Notes are being defeased to such stated date for payment or to a particular Redemption Date;

(2) in the case of Legal Defeasance, the Issuer must deliver to the Trustee an Opinion of Counsel confirming that (a) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel will confirm that, the Holders of Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer must deliver to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that the Holders of Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax 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;

(4) no Default or Event of Default with respect to Notes has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent

deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Issuer or any of the Guarantors is a party or by which the Issuer or any of the Guarantors is bound;

(6) the Issuer must deliver to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders of Notes over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or others; and

(7) the Issuer must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Upon a Legal Defeasance or Covenant Defeasance with respect to the Notes, the Collateral Trustee will cease to be a party to the Security Documents on behalf of the Holders of Notes, and the Collateral will no longer secure the Notes (and the Notes shall no longer be Priority Lien Debt). The Collateral will be so released from the Liens securing the Notes (as to which a Legal Defeasance or Covenant Defeasance has occurred) in accordance with applicable requirements in the Collateral Trust Agreement, and each of the Trustee and Collateral Trustee will promptly provide any documents or releases reasonably requested by the Issuer to evidence any such release.

Section 8.05. Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "Trustee") (as the applicable Redemption Deposit) pursuant to Section 8.04 hereof in respect of the outstanding Notes will be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest (including Special Interest, if any), but such money need not be segregated from other funds except to the extent required by law.

The Issuer will pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against any Redemption Deposit deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Notwithstanding anything in this Article 8 to the contrary, the Trustee will deliver or pay to the Issuer from time to time upon the request of the Issuer all or any applicable portion of Redemption Deposit held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(1)

hereof), is in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance in respect of the Notes.

Section 8.06. Repayment to Issuer.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest on (including Special Interest, if any), any Note and remaining unclaimed for two years after such principal, premium, if any, or interest (including Special Interest, if any) has become due and payable shall be paid to the Issuer on its request or (if then held by the Issuer) will be discharged from such trust; and the Holder of such Note will thereafter be permitted to look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust

money, and all liability of the Issuer as trustee thereof, will thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Issuer cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which will not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Issuer.

Section 8.07. Reinstatement.

If the Trustee or Paying Agent is unable to apply a Redemption Deposit in accordance with Section 8.02 or 8.03 hereof with respect to Notes, as the case may be, by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's and the Guarantor's obligations under the Notes, and this Indenture and the Note Guarantees, will be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such Redemption Deposit in accordance with Section 8.02 or 8.03 hereof, as the case may be; provided, however, that, if the Issuer makes any payment of principal of, premium, if any, or interest (including Special Interest, if any) on, any Note following the reinstatement of its obligations, the Issuer will be subrogated to the rights of the Holders of such Notes to receive such payment from such Redemption Deposit held by the Trustee or Paying Agent.

Article 9

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. Without Consent of Holders of Notes.

Notwithstanding Section 9.02 of this Indenture, the Issuer, the Guarantors, the Trustee, Collateral Trustee and the Local Collateral Agents, as applicable, may amend or supplement this Indenture, the Notes, the Note Guarantees and the Security Documents without the consent of any Holder of the Notes:

(1) to surrender any right or power conferred upon the Issuer or the Guarantors, to add to the covenants such further covenants, restrictions, conditions or provisions for the protection of the Holders of the Notes and to make the occurrence, or the occurrence and continuance, of a default in respect of any such additional covenants, restrictions, conditions or provisions a Default or an Event of Default under this Indenture; provided, however, that with respect to any such additional covenant, restriction, condition or

provision, such amendment may provide for a period of grace after default, which may be shorter or longer than that allowed in the case of other Defaults, may provide for an immediate enforcement upon such Default, may limit the remedies available to the Trustee upon such Default or may limit the right of Holders of a majority in aggregate principal amount of the Notes to waive such default;

- (2) to cure any ambiguity, defect or inconsistency;
- (3) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) to provide for the assumption of the Issuer's or a Guarantor's obligations to the Holders of the Notes and Note Guarantees in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Guarantor's assets, as applicable;

(5) to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights hereunder of any Holder;

(6) to conform the text of any of the Notes Documents to any provision of the "Description of Notes" section of the Offering Memorandum, to the extent that such provision in that "Description of Notes" was intended to be a verbatim recitation of a provision of this Indenture or any of the Security Documents, as determined in good faith by an Officer of the Issuer and set forth in an Officer's Certificate to that effect;

(7) to enter into additional or supplemental Security Documents or provide for additional Collateral;

(8) to make, complete or confirm any grant of Collateral permitted or required by this Indenture or any of the Security Documents or to release Collateral in accordance with the terms of this Indenture and the Security Documents;

(9) to provide for the issuance of Additional Notes in accordance with the limitations set forth in this Indenture as of the date of this Indenture;

(10) to provide for a successor Trustee, Collateral Trustee or Local Collateral Agent; or

(11) to allow any Guarantor (or Subsidiary of the Issuer so becoming a Guarantor) to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes.

Upon the request of the Issuer accompanied by a resolution of the Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02 and Section 9.05 hereof, the Trustee and the Collateral Trustee will join with the Issuer and each Guarantor in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but neither the Trustee nor the Collateral Trustee will be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.02. With Consent of Holders of Notes.

Except as provided below in this Section 9.02, the Issuer, the Guarantors, the Trustee, the Collateral Trustee and the Local Collateral Agents, as applicable, may amend or supplement this Indenture (including, without limitation, Sections 3.11, 4.08 and 4.12 hereof), the Notes and the Note Guarantees in respect thereof and the Security Documents with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, Additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and, subject to Sections 6.04 and 6.07 hereof, any

existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium on, if any, or interest (including Special Interest, if any) on, the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Notes or the Note Guarantees in respect thereof may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, Additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes). Section 2.08 and Section 2.09 hereof shall determine which Notes are considered to be “outstanding” for purposes of this Section 9.02.

Upon the request of the Issuer accompanied by a resolution of the Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee and the Collateral Trustee of evidence satisfactory to the Trustee of the consent of the applicable Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 and Section 9.05 hereof, each of the Trustee and the Collateral Trustee will join with the Issuer and the Guarantors in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee’s and/or the Collateral Trustee’s own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee and/or the Collateral Trustee may in its discretion, but will not be obligated to, enter into such amended or supplemental Indenture.

It is not necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it is sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuer will mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuer to mail such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver. Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding voting as a single class may waive compliance in a particular instance by the Issuer with any provision of this Indenture, the Notes or the Note Guarantees in respect thereof. However, without the consent of each Holder affected thereby, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

- (1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;
- (2) reduce the principal of or change the fixed maturity of any Note or alter or waive any of the provisions with respect to the redemption of the Notes (except as provided above with respect to Sections 3.11, 4.08 and 4.12 hereof);
- (3) reduce the rate of or change the time for payment of interest, including default interest or Special Interest, on any Note;

(4) waive a Default or Event of Default in the payment of principal of, or premium on, if any, or interest (including the payment of Special Interest, if any, when due) on, the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in money other than that stated in the Notes;

(6) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, premium on, if any, or interest (including the payment of Special Interest, if any, when due) on, the Notes;

(7) waive a redemption payment with respect to any Note (other than a payment required by Sections 3.11, 4.08 and 4.12 hereof);

(8) make any change to the percentage of principal amount of Notes the Holders of which must consent to an amendment or waiver;

(9) except as provided under Article 8 hereof, or in connection with a consolidation, merger or conveyance, transfer or lease of assets pursuant to this Indenture, release any Guarantor from its obligations under its Note Guarantee (other than as provided in Section 10.05) or make any change in the Note Guarantee that would adversely affect such Holder; or

(10) make any change in the preceding amendment and waiver provisions.

Any amendment to, or waiver of, the provisions of this Indenture or any Security Document that has the effect of releasing all or substantially all of the Collateral from the Liens securing the Notes, of releasing all or substantially all of the Note Guarantees or of altering the relative priority of the Liens in favor of the holders of Priority Lien Debt or subordinating (in payment or lien priority) the Notes in security or contractual right of payment to any senior indebtedness will require the consent of Holders of at least 75% in aggregate principal amount of Notes then outstanding.

Section 9.03. Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if

notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.04. Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

Section 9.05. Trustee to Sign Amendments, etc.

Each of the Trustee and the Collateral Trustee will sign any amended or supplemental indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee and the Collateral Trustee. The Issuer may not sign an amended or supplemental indenture until the Board of Directors approve it. In executing any amended or supplemental indenture, each of the Trustee and the Collateral Trustee will be entitled to receive and (subject to Section 7.01 hereof) will be fully protected in relying upon, in addition to the documents required by Section 13.02 hereof, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture.

Article 10

NOTE GUARANTEES

Section 10.01. Guarantee.

(a) Subject to the provisions of this Article 10, each Guarantor hereby unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to each of the Trustee and Collateral Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(1) the principal of, premium, if any, and interest (including Special Interest, if any) on, the Notes will be promptly Paid in Full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of, premium, if any, and interest on the Notes, if any, if lawful, and all other Obligations of the Issuer to the Holders of Notes, the Trustee or the Collateral Trustee hereunder or thereunder will be promptly Paid in Full or performed, all in accordance with the terms hereof and thereof; and

(2) in case of any extension of time of payment or renewal of any Notes or any of such other Obligations, that same will be promptly Paid in Full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, each Guarantor will be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) To the extent permitted by applicable law, each Guarantor hereby agrees that its obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a

court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that this Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder, the Trustee or the Collateral Trustee is required by any court or otherwise to return to the Issuer, any Guarantor or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or any Guarantor, any amount paid by either to the Trustee, the Collateral Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) Each Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders of Notes in respect of any obligations guaranteed hereby until Payment in Full of all Obligations (other than Contingent Obligations) guaranteed hereby. Each Guarantor further agrees that, as between such Guarantor, on the one hand, and the Holders of Notes and the Trustee and the Collateral Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) will forthwith become due and payable by such Guarantor for the purpose of this Note Guarantee. Each Guarantor will have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders of Notes under the Note Guarantee.

Section 10.02. Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders of Notes, the Collateral Trustee and each Guarantor hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such

Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance. Each Guarantor that makes a payment for distribution under its Note Guarantee is entitled to a contribution from each other Guarantor in a pro rata amount based on the adjusted net assets of each Guarantor.

Section 10.03. Execution and Delivery of Note Guarantee.

To evidence its Note Guarantee set forth in Section 10.01 hereof, each Guarantor hereby agrees that this Indenture or a supplemental indenture in substantially the form of Exhibit D attached hereto shall be executed on behalf of such Guarantor by one of its Officers by manual, electronic or facsimile signature. Each Guarantor hereby agrees that its Guarantee set forth in Section 10.01 hereof shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates any Note, the Note Guarantee will be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, will constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of each Guarantor.

Section 10.04. Guarantors May Consolidate, etc., on Certain Terms.

Except as otherwise provided in Article 5 and Section 10.05 hereof, no Guarantor may sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Issuer or another Guarantor, unless either:

(1) subject to Article 5 and Section 10.05 hereof, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor under the Note Guarantees and this Indenture on the terms set forth herein or therein, pursuant to a supplemental indenture; or

(2) subject to Article 5, the net proceeds of such sale or other disposition, if any, are applied in accordance with the applicable provisions of this Indenture.

Subject to Article 5, in case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and the Collateral Trustee and satisfactory in form to the Trustee and the Collateral Trustee, of the Note Guarantee with respect to the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by such Guarantor, such successor Person will succeed to and be substituted for such Guarantor with the same effect as if it had been named herein as a Guarantor. The Note Guarantee of such successor Person will in all respects have the same legal rank and benefit under this Indenture as the Note Guarantee theretofore issued in accordance with the terms of this Indenture as though such Note Guarantee had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 hereof, and notwithstanding clauses (1) and (2) of this Section 10.04, nothing contained in this Indenture or in any of the Notes will prevent any consolidation or merger of a Guarantor with or into the Issuer or another Guarantor, or will

prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Issuer or another Guarantor.

Section 10.05. Releases.

(a) On and after the Issue Date, each Guarantor (and, in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor, the corporation acquiring such property) will be released from all obligations under its Note Guarantee upon:

(1)

(A) any sale or other disposition of all or substantially all of the assets of such Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of Capital Stock of any Guarantor such that after giving effect to such sale or other Disposition such Guarantor is no longer a Subsidiary, in each case to

a Person that is not (either before or after giving effect to such transactions) the Issuer or a Guarantor (and excluding the merger or consolidation of such Guarantor with or into the Issuer or another Guarantor), and in each case, in a transaction permitted in accordance with the terms of this Indenture;

(A) designation of such Guarantor as an Unrestricted Subsidiary in accordance with the terms of this Indenture;

(B) the election by the Issuer to (1) cause a Designated Guarantor to be an Excluded Subsidiary (provided that such Designated Guarantor is either an Excluded Aircraft Subsidiary or does not own any Significant Assets at such time of election (other than pursuant to the thresholds set forth in clause (g) of the definition of “Excluded Subsidiary”)) or (2) cause any Guarantor that becomes a Guarantor after the Issue Date to be an Excluded Subsidiary pursuant to the thresholds set forth in clause (g) of the definition of “Excluded Subsidiary”);

(C) Legal Defeasance or Covenant Defeasance in accordance with Article 8 hereof or satisfaction and discharge of this Indenture in accordance Article 11 hereof; or

(D) a Collateral Release Event pursuant to Section 4.26; and

(2) the delivery by the Issuer to the Trustee of an Officer’s Certificate and an Opinion of Counsel stating that such transaction or release was made in accordance with the provisions of this Indenture.

(b) Upon the delivery of an Officer’s Certificate and Opinion of Counsel, the Trustee, the Collateral Trustee and the Local Collateral Agents, as applicable, will use commercially reasonable efforts to execute and deliver any documents reasonably requested by the Issuer or any such Guarantor and at the sole cost and expense of the Issuer, in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

Any Guarantor not released from its obligations under its Note Guarantee as provided in this Section 10.05 will remain liable for the full amount of principal of and interest (including Special Interest, if any) and premium, if any, on the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article 10.

Article 11

SATISFACTION AND DISCHARGE

Section 11.01. Satisfaction and Discharge.

This Indenture will be discharged and will cease to be of further effect as to all Notes issued hereunder, when:

(1) either:

(A) all such Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation; or

(B) all such Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders of such Notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on such Notes not delivered to the Trustee for cancellation for principal of, premium on, if any, and interest (including Special Interest, if any) on, such Notes to the date of maturity or redemption;

(2) in respect of Section 11.01(1)(B), no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and any similar deposit relating to other Indebtedness and, in each case, the granting of Liens to secure such borrowings) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than with respect to the borrowing of funds to be applied concurrently to make the deposit required to effect such satisfaction and discharge and any similar concurrent deposit relating to other Indebtedness, and in each case the granting of Liens to secure such borrowings);

(3) the Issuer or any Guarantor has paid or caused to be paid all sums payable by it under this Indenture; and

(4) the Issuer has delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at maturity or on the Redemption Date, as the case may be.

In addition, the Issuer must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Upon the satisfaction and discharge of this Indenture pursuant to this Article 11, the Collateral Trustee will cease to be a party to the Security Documents on behalf of the Holders of the Notes, and the Collateral will no longer secure the Notes.

Notwithstanding the satisfaction and discharge of this Indenture, if money has been deposited with the Trustee pursuant to subclause (B) of clause (1) of this Section 11.01, the provisions of Sections 11.02 and 8.06 hereof will survive. In addition, nothing in this Section 11.01 will be deemed to discharge those provisions of Section 7.06 or Section 12.05 hereof, that, by their terms, survive the satisfaction and discharge of this Indenture.

Section 11.02. Application of Trust Money.

Subject to the provisions of Section 8.06 hereof, all money deposited with the Trustee pursuant to Section 11.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any), interest

(including Special Interest, if any) and Additional Amounts, if any, for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 hereof; provided that if the Issuer has made any payment of principal of, premium, if any, interest (including Special Interest, if any) or Additional Amounts, if any, on, any Notes because of the reinstatement of their obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

Article 12

COLLATERAL AND SECURITY

Section 12.01. Security Interest.

The due and punctual payment of the principal of, premium (if any), interest and Special Interest, if any, and Additional Amounts, if any, on, the Notes when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of, premium (if any), interest and Special Interest, if any, and Additional Amounts, if any, on the Notes and performance of all other obligations of the Issuer to the Holders of Notes, the Trustee, the Collateral Trustee and the Local Collateral Agents, according to the terms hereunder or thereunder, are secured as provided in the Security Documents. Each Holder, by its acceptance thereof, consents and agrees to the terms of the Security Documents (including, without limitation, the Collateral Trust Agreement, any Junior Lien Intercreditor Agreement, any other Intercreditor Agreement and the provisions of the Security Documents providing for foreclosure and release of Collateral) as the same may be in effect or may be amended from time to time in accordance with their terms and authorizes and appoints Wilmington Trust, National Association as the Trustee and as the Collateral Trustee and appoints each Local Collateral Agent pursuant to the terms of the Local Collateral Agency Agreements, and each Holder and the Trustee direct the Collateral Trustee and the Local Collateral Agents to enter into or become parties to the Security Documents (including, without limitation, the Collateral Trust Agreement, the Local Collateral Agency Agreements, any Junior

Lien Intercreditor Agreement and any other Intercreditor Agreement) and to perform their respective obligations and exercise their respective rights thereunder in accordance therewith. The Issuer consents and agrees to be bound by the terms of the Security Documents (including, without limitation, the Collateral Trust Agreement, the Local Collateral Agency Agreements, any Junior Lien Intercreditor Agreement and any other Intercreditor Agreement), as the same may be in effect from time to time, and agree to perform their obligations thereunder in accordance therewith. The Issuer will deliver to the Trustee copies of all documents delivered by the Issuer to the Collateral Trustee pursuant to the Security Documents, if applicable, and will do or cause to be done all such acts and things as may be

required by the provisions of the Security Documents, to assure and confirm to the Collateral Trustee the security interest in the Collateral contemplated by the Security Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes. The Issuer will take, and will cause its Subsidiaries to take, any and all actions reasonably required to cause the Security Documents to create and maintain, as security for the Priority Lien Obligations, a valid and enforceable perfected Lien in and on all the Collateral in favor of the Collateral Trustee for the benefit of the Holders of Notes and holders of other Priority Lien Obligations, to the extent required by, with the Lien priority required under, and subject to the qualifications set forth within, the Priority Lien Documents.

Notwithstanding anything to the contrary in any Priority Lien Document or any Security Document, the Issuer and Guarantors shall not be required to record any leasehold interests, make any fixture filings, or make any other real property recordings or filings, or other actions in connection with the perfection of real property interests in any jurisdiction, in each case, in connection with the Lien on any Gate Leaseholds (to the extent characterized as interests in real property) that are included in the Collateral.

Section 12.02. Collateral Trust Agreement.

This Article 12 and the provisions of each other Security Document are subject to the terms, conditions and benefits set forth in the Collateral Trust Agreement and each Local Collateral Agency Agreement. The Issuer consents to, and agrees to be bound by, the terms of the Collateral Trust Agreement and each Local Collateral Agency Agreement, as the same may be in effect from time to time, and to perform their obligations thereunder in accordance with the terms therewith.

Section 12.03. Release of Liens in Respect of the Notes.

The Collateral Trustee's Liens upon the Collateral will no longer secure the Notes outstanding under this Indenture or any other Obligations under this Indenture, and the right of the Holders of Notes and such Obligations to the benefits and proceeds of the Collateral Trustee's Liens on the Collateral will terminate and be discharged with respect to all the Notes:

- (1) upon satisfaction and discharge of this Indenture in accordance with Article 11;
- (2) upon a Legal Defeasance or Covenant Defeasance of the Notes in accordance with Article 8;

(3) upon a Collateral Release Event with respect to the applicable Released Assets pursuant to Section 4.26;

(4) upon Payment in Full and discharge of all Notes outstanding under this Indenture and all Obligations that are outstanding, due and payable under this Indenture at the time the Notes are Paid in Full and discharged; and

(5) in whole or in part, with the consent of the Holders of the requisite percentage of Notes or Notes, as applicable, in accordance with Article 9.

In addition, the Collateral Trustee's Liens on the Collateral will be released upon the terms and subject to the conditions set forth in Section 4.1 of the Collateral Trust Agreement. In the event the Issuer reasonably requests that the Collateral Trustee take any actions or execute any documents in order to evidence the automatic release of the Priority Liens on any Collateral, the Collateral Trustee will take such actions or execute such documents upon, among other things, the receipt of an Officer's Certificate stating that the release of the Priority Liens are authorized and permitted under the Collateral Trust Agreement and the applicable Priority Lien Documents.

Section 12.04. After-Acquired Property.

After the Issue Date, if property that is required to be Collateral is acquired by the Issuer or any Guarantor (including property of a Person that becomes a new Issuer or Guarantor pursuant to Section 4.13 hereof) that is not automatically subject to a perfected security interest under the Security Documents, then such Issuer or Guarantor will promptly (and in any event within forty-five (45) calendar days following of such acquisition, termination, release or other applicable event, or such later date as the Controlling Representative may agree in its sole discretion) provide a first priority Lien, as applicable, over such property (or, in the case of a new Issuer or Guarantor, such of its property) in favor of the Collateral Trustee or a Local Collateral Agent, as applicable, and deliver any filings, pledges, instruments or documents certificates in respect thereof, all as and to the extent required by this Indenture or the Security Documents, in each case subject to Permitted Liens.

Section 12.05. Collateral Trustee.

(a) The Collateral Trustee holds (directly or through co-trustees or agents, including each Local Collateral Agent, where applicable) and is directed by each Holder to so hold, and is entitled to enforce on behalf of the holders of Priority Lien Obligations and Junior Lien Obligations (if any and to the extent applicable), all Liens on the Collateral created by the Security Documents for their benefit, subject to the provisions of the Collateral Trust Agreement and the Intercreditor Agreements and the Security Documents.

(b) Neither the Issuer nor its Affiliates may serve as Collateral Trustee (or as a Local Collateral Agent).

(c) Except as provided in the Collateral Trust Agreement or as directed by the Controlling Representative in accordance with the Collateral Trust Agreement, the Collateral Trustee will not be obligated:

- (1) to act upon directions purported to be delivered to it by any Person;

(2) to foreclose upon or otherwise enforce any Lien; or

(3) to take any other action whatsoever with regard to any or all of the Security Documents, the Liens created thereby or the Collateral.

(d) The Issuer and the Guarantors, jointly and severally, will indemnify the each of the Collateral Trustee and the Local Collateral Agents against any and all losses, liabilities or expenses incurred by it arising out of or in connection with this Indenture, including defending itself against any claim (whether asserted by the Issuer, any Guarantor, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder; provided that the indemnification set forth in this clause (d) shall not, as to the

Collateral Trustee or its related parties, be available to the extent that such liabilities, obligations, losses, damages, penalties or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Collateral Trustee or such related party, as applicable. Each of the Collateral Trustee and the Local Collateral Agents will notify the Issuer promptly of any claim for which it may seek indemnity. Failure to so notify the Issuer will not relieve the Issuer of its obligations hereunder. The Issuer will defend the claim, and the Collateral Trustee and any applicable Local Collateral Agent will cooperate in the defense. The Collateral Trustee may have separate counsel and the Issuer will pay the reasonable fees and expenses of such counsel. The Issuer shall not pay for any settlement made without its consent, which consent will not be unreasonably withheld. The obligations of the Issuer under this Section 12.05(d) will survive the satisfaction and discharge of this Indenture and the resignation or removal of the Collateral Trustee. The indemnification provided for in this Section 12.05(d) is in addition to, and not in derogation of, the Collateral Trustee's rights to compensation, reimbursement and indemnity as set forth in the Collateral Trust Agreement and the other Security Documents.

(e) The Collateral Trustee shall be entitled to all of the rights, privileges, immunities and indemnities set forth in the Collateral Trust Agreement and granted to the Trustee hereunder.

(f) By its acceptance of the Notes, each Holder severally agrees (a) to reimburse on demand the Collateral Trustee for such Holder's Aggregate Exposure Percentage of any expenses and fees incurred for the benefit of the Holders under this Indenture and any of the Note Documents, including, without limitation, counsel fees and compensation of agents and employees paid for services rendered on behalf of the Holders, and any other expense incurred in connection with the operations or enforcement thereof, not reimbursed by the Issuer and the Guarantors and (b) to indemnify and hold harmless the Collateral Trustee and any of its related parties, on demand, in the amount equal to such Holder's Aggregate Exposure Percentage, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against it or any of them in any way relating to or arising out of this Indenture or any of the Note Documents or any action taken or omitted by it or any of them under this Agreement or any of the Note Documents to the extent not reimbursed by the Issuer and the Guarantors; provided that the indemnification set forth in this clause (f) shall not, as to the Collateral Trustee or its related parties, be available to the extent that such liabilities, obligations, losses, damages, penalties or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Collateral Trustee or such related party, as applicable. The obligations of the

Holders under this Section 12.05(f) will survive the satisfaction and discharge of this Indenture and the resignation or removal of the Collateral Trustee.

Section 12.06. Post-Closing Obligations.

The Issuer and the Guarantors shall comply with the obligations set forth in Section 4.5 to the Pledge and Security Agreement within the time periods set forth therein.

Article 13

MISCELLANEOUS

Section 13.01. Notices.

Any notice or communication by the Issuer, any Guarantor, the Collateral Trustee or the Trustee to the others is duly given if in writing and delivered in Person or by first class mail (registered or certified, return receipt requested), electronic mail or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Issuer and/or any Guarantor:

LATAM Airlines Group S.A.
Av. Presidente Riesco 5711, 20th Floor
Las Condes Santiago, Chile
Attention: Andrés del Valle
E-mail: andres.delvalle@latam.com

If to the Trustee:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Fax: 302-636-4149
Attention: LATAM Notes Administrator

If to the Collateral Trustee:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Fax: 302-636-4149
Attention: LATAM Collateral Trust Administrator

The Issuer, any Guarantor, the Collateral Trustee or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders of Notes) will be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if transmitted by facsimile; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder will be delivered to its address shown on the register kept by the Registrar. Failure to mail a notice or communication to a Holder or any defect in it will not affect its sufficiency with respect to other Holders of Notes.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Issuer mails a notice or communication to Holders of Notes, it will mail a copy to the Trustee, the Collateral Trustee and each Agent at the same time.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event (including any notice of redemption or purchase) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be

sufficiently given if given to DTC (or its designee) pursuant to the standing instructions from DTC or its designee.

Section 13.02. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Issuer to the Trustee to take any action under this Indenture, the Issuer shall furnish to the Trustee:

- (1) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 13.03 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and
- (2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 13.03 hereof) stating that, in the opinion of such counsel, all such conditions precedent have been satisfied.

Section 13.03. Statements Required in Certificate or Opinion.

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

- (1) a statement that the Person making such certificate or opinion has read such covenant or condition;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (3) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been satisfied; and
- (4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 13.04. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders of Notes. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 13.05. No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, officer, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Note Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 13.06. Governing Law.

THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE, THE NOTES AND THE NOTE

GUARANTEES 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.

Section 13.07. Waiver of Jury Trial; Consent to Jurisdiction; Waiver of Immunities.

(a) EACH OF THE ISSUER, THE GUARANTORS, THE TRUSTEE AND THE COLLATERAL TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, THE NOTE GUARANTEES, THE SECURITY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(b) Each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or U.S. federal court sitting in the Borough of Manhattan in The City of New York with respect to actions brought against it as a defendant in respect of any suit, action or proceeding or arbitral award arising out of or relating to this Indenture or the Notes or any transaction contemplated hereby or thereby (a “Proceeding”), and irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably waives, to the fullest extent it may do so under applicable law, any objection which it may now or hereafter have to the laying of the venue of any such Proceeding brought in any such court and any claim that any such Proceeding brought in any such court has been brought in an inconvenient forum. Each of the Issuer and the Guarantors irrevocably appoints Squire Patton Boggs (US) LLP (the “Process Agent”), with an office at 1120 Avenue of the Americas, 13th Floor, New York, New York 10036, as its authorized agent to receive on behalf of it and its property service of copies of the summons and complaint and any other process which may be served in any Proceeding. If for any reason such Person shall cease to be such agent for service of process, each of the Issuer and the Guarantors shall forthwith appoint a new agent of recognized standing for service of process in the State of New York and deliver to the Trustee a copy of the new agent’s acceptance of that appointment within 30 days. Nothing herein shall affect the right of the Trustee, any Agent or any Holder to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Issuer and the Guarantors in any other court of competent jurisdiction.

(c) Each of the Issuer and the Guarantors hereby irrevocably appoints the Process Agent as its agent to receive, on behalf of itself and its property, service of copies of the summons and complaint and any other process which may be served in any such suit, action or proceeding

brought in such New York state or U.S. federal court sitting in the Borough of Manhattan in The City of New York. Such service shall be made by delivering by hand a copy of such process to the Issuer or the Guarantors, as the case may be, in care of the Process Agent at the address specified above. The Issuer irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Failure of the Process Agent to give notice to the Issuer or failure of the Issuer to receive notice of such service of process shall not affect in any way the validity of such service on the Process Agent or the Issuer. As an alternative method of service, the Issuer consents to the service of any and all process in any such Proceeding by the delivery by hand of copies of such process to the Issuer at its address specified in Section 13.01 or at any other address previously furnished in writing by the Issuer to the Trustee. The Issuer covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent above in full force and effect during the term of the Notes, and to cause the Process Agent to continue to act as such.

(d) Nothing in this Section 13.07 shall affect the right of any party, including the Trustee, any Agent or any Holder, to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding against any other party or its property in the courts of other competent jurisdictions.

(e) Each of the Issuer and the Guarantors irrevocably agrees that, in any proceedings anywhere (whether for an injunction, specific performance or otherwise), no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from such proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or on its behalf or with respect to its assets, except to the extent required by applicable law, any such immunity being irrevocably waived, to the fullest extent permitted by applicable law. Each of the Issuer and the Guarantors irrevocably agrees that, where permitted by applicable law, it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations under this Indenture or the Notes.

Section 13.08. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.09. 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 Notes and the Note Guarantees, including damages. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by any Holder of a Note in respect of any sum expressed to be due to it from the Issuer or the Guarantors shall only constitute a discharge to the Issuer or the Guarantors, as the case may be, to the extent of the U.S. dollar amount 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 U.S. dollar amount is less than the U.S. dollar amount expressed to be due to the recipient under any Note, the Issuer and the Guarantors shall indemnify such Holder against any loss sustained by it as a result, and if the amount of U.S. dollars so purchased is greater than the sum originally due to such Holder, such Holder shall, by accepting a Note, be deemed to have agreed to repay

such excess. In any event, the Issuer and the Guarantors shall indemnify the recipient against the cost of making any such purchase.

For the purposes of this Section 13.09, it shall be sufficient for the Holder of a Note to certify in a satisfactory manner (indicating the sources of information used) that it would have suffered a loss had an actual purchase of U.S. dollars been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. dollars on such date had not been practicable, on the first date on which it would have been practicable, it being required that the need for a change of date be certified in the manner mentioned above). These indemnities constitute a separate and independent obligation from the other obligations of the Issuer and the Guarantors, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Note and shall continue in full

force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note.

Section 13.10. Successors.

All agreements of the Issuer in this Indenture and the Notes will bind its successors. All agreements of the Trustee in this Indenture will bind its successors. All agreements of each Guarantor in this Indenture will bind its successors, except as otherwise provided in Section 10.05 hereof.

Section 13.11. Severability.

In case any provision in this Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 13.12. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy will be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. For the avoidance of doubt, the words “execution,” “signed,” “signature,” “delivery” and words of like import in or relating to this Indenture or any document to be signed in connection with this Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means; provided that, notwithstanding anything herein to the contrary, neither the Trustee nor the Collateral Trustee is under any obligation to agree to accept electronic signatures in any form or in any format except for facsimile and PDF unless expressly agreed to by the Trustee or Collateral Trustee, as applicable, pursuant to reasonable procedures approved by the Trustee or Collateral Trustee, as applicable.

Section 13.13. Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be

considered a part of this Indenture and will in no way modify or restrict any of the terms or provisions hereof.

Section 13.14. Force Majeure.

In no event shall the Trustee or the Collateral Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural

catastrophes or acts of God, epidemics or pandemics and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, it being understood that the Trustee and the Collateral Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

[Signatures on following page]

SIGNATURES

Dated as of July 7, 2025

LATAM AIRLINES GROUP S.A.

By: —

Name: [•]

Title: [•]

[*]

PURCHASE AGREEMENT COM0338-24
between
EMBRAER S.A.
and
LATAM AIRLINES GROUP S.A.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers and to be effective as of the day and year first above written.

EMBRAER S.A.

LATAM AIRLINES GROUP S.A.

DocuSigned by:
By: 
Name: ARJAN MEIJER
Title: VP Commercial Aviation

By: _____
Name: _____
Title: _____

DocuSigned by:
By: 
Name: Marcelo Pereira Santiago
Title: VP Contracts & Asset Mgmt

By: _____
Name: _____
Title: _____

Place: Sao Jose dos Campos

Place: _____



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers and to be effective as of the day and year first above written.

EMBRAER S.A.

LATAM AIRLINES GROUP S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

Place:

Signed by:
By: Ricardo Bottas Dourado Dos Santos
Name: Ricardo Bottas
Title: Authorised Signatory

DocuSigned by:
By: Sebastián Acuto
Name: Sebastián Acuto
Title: Authorised Signatory

Place:



EXECUTION VERSION

DATED: JUNE 24, 2025

GALLO FINANCE LIMITED

as Seller

TOKYO CENTURY CORPORATION

as Seller Guarantor

and

LATAM AIRLINES GROUP S.A.

as Buyer

AIRCRAFT SALE AND PURCHASE AGREEMENT

relating to the sale of
one (1) Boeing 787-8 Aircraft with Manufacturer's Serial Number 38472 with
Chilean Registration Mark CC-BBC

IN WITNESS WHEREOF, this Agreement has been signed on the day and year first above written.

GALLO FINANCE LIMITED, as Seller

By:  _____

Name: Ben Darling
Title: Director

By:  _____

Name: Jennifer Chailier
Title: Director

TOKYO CENTURY CORPORATION, as Seller Guarantor

By: _____

Name:
Title:

Signature Page
Aircraft Sale and Purchase
Agreement MSN 38472

IN WITNESS WHEREOF, this Agreement has been signed on the day and year first above written.

GALLO FINANCE LIMITED, as Seller

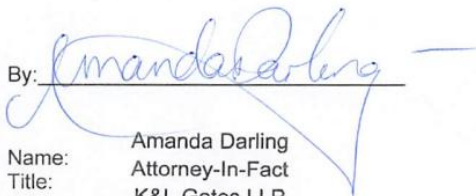
By: _____

Name:
Title:

By: _____

Name:
Title:

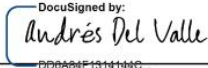
TOKYO CENTURY CORPORATION, as Seller Guarantor

By:  _____

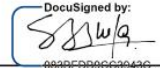
Name: Amanda Darling
Title: Attorney-In-Fact
K&L Gates LLP

Signature Page
Aircraft Sale and Purchase
Agreement MSN 38472

LATAM AIRLINES GROUP S.A., as Buyer

By:  _____
DD6A84F151414AC...

Name: Andrés del valle
Title: Authorised Signatory

By:  _____
0030FDD0C630430...

Name: Sebastián Acuto
Title: Authorised Signatory

Signature Page
Aircraft Sale and Purchase Agreement
MSN 38472

EXECUTION VERSION

DATED: JUNE 24, 2025

GALLO FINANCE LIMITED

as Seller

TOKYO CENTURY CORPORATION

as Seller Guarantor

and

LATAM AIRLINES GROUP S.A.

as Buyer

AIRCRAFT SALE AND PURCHASE AGREEMENT

relating to the sale of
one (1) Boeing 787-8 Aircraft with Manufacturer's Serial Number 38466 with Chilean
Registration Mark CC-BBB

IN WITNESS WHEREOF, this Agreement has been signed on the day and year first above written.

GALLO FINANCE LIMITED, as Seller

By:  _____

Name: Ben Darling
Title: Director

By:  _____

Name: Jennifer Chailier
Title: Director

TOKYO CENTURY CORPORATION, as Seller Guarantor

By: _____

Name:
Title:

Signature Page
Aircraft Sale and Purchase Agreement
MSN 38466

IN WITNESS WHEREOF, this Agreement has been signed on the day and year first above written.

GALLO FINANCE LIMITED, as Seller

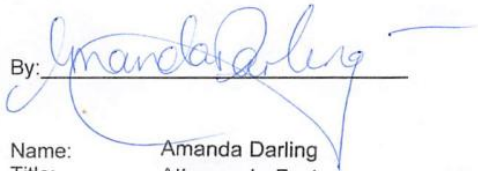
By: _____

Name:
Title:

By: _____

Name:
Title:

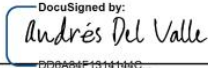
TOKYO CENTURY CORPORATION, as Seller Guarantor

By:  _____

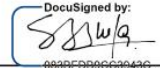
Name: Amanda Darling
Title: Attorney-In-Fact
K&L Gates LLP

Signature Page
Aircraft Sale and Purchase Agreement
MSN 38466

LATAM AIRLINES GROUP S.A., as Buyer

By:  _____
DD6A84F151414AC...

Name: Andrés del valle
Title: Authorised Signatory

By:  _____
0030FDD9C630430...

Name: Sebastián Acuto
Title: Authorised Signatory

Signature Page
Aircraft Sale and Purchase Agreement
MSN 38466

**AIRCRAFT SALE AND
PURCHASE AGREEMENT**

Dated as of February 26, 2025

among

THE SELLERS PARTY HERETO
as Sellers

VMO AIRCRAFT LEASING IRELAND
as Seller Guarantor

and

LATAM AIRLINES GROUP S.A.
as Buyer

for

Eleven (11) Used Airbus A321 Aircraft

Aircraft Sale and Purchase Agreement

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the date first above written.

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 7005**

Trust as a Seller
DocuSigned by:

By 

C91938F8DAA3493

Name: Lynette Hilgar

Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6949**

Trust as a Seller
DocuSigned by:

By 

C91938F8DAA3493

Name: Lynette Hilgar

Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 7081**

Trust as a Seller
DocuSigned by:

By 

C91938F8DAA3493

Name: Lynette Hilgar

Title: Vice President

Aircraft Sale and Purchase Agreement

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6698
Trust as a Seller**

DocuSigned by:
By 
C91938F8DAA3493
Name: Lynette Hilgar
Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6798
Trust as a Seller**

DocuSigned by:
By 
C91938F8DAA3493
Name: Lynette Hilgar
Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 7036
Trust as a Seller**

DocuSigned by:
By 
C91938F8DAA3493
Name: Lynette Hilgar
Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6780
Trust as a Seller**

DocuSigned by:
By 
C91938F8DAA3493
Name: Lynette Hilgar
Title: Vice President

Aircraft Sale and Purchase Agreement

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6894**

Trust as a Seller
DocuSigned by:

By 
Name: Lynette Hilgar
Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6895**

Trust as a Seller
DocuSigned by:

By 
Name: Lynette Hilgar
Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6899**

Trust as a Seller
DocuSigned by:

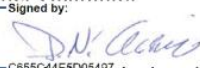
By 
Name: Lynette Hilgar
Title: Vice President

**WILMINGTON TRUST COMPANY, not
in its individual capacity but solely in its
capacity as Owner Trustee of MSN 6797**

Trust as a Seller
DocuSigned by:

By 
Name: Lynette Hilgar
Title: Vice President

Aircraft Sale and Purchase Agreement

	VMO AIRCRAFT LEASING IRELAND,
	as Seller Guarantor
	Signed by: 
	By 
	Name: Deirdre Ni Chearbhaill
	Title: Director

Aircraft Sale and Purchase Agreement

LATAM AIRLINES GROUP S.A., as
Buyer

By  _____
Name: Sebastián Acuto
Title: Authorized signatory

**PW1900G ENGINE PURCHASE AND SUPPORT AGREEMENT
AND FLEET MANAGEMENT PROGRAM AGREEMENT**

BY AND BETWEEN

**RTX CORPORATION
PRATT & WHITNEY DIVISION**

AND

LATAM AIRLINES GROUP S.A.

DATED AS OF December 30, 2025 **By PW**

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LATAM PW1900 NEB FMP DA (DEC-29-2025) Final.docx
AAA

Page 1

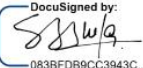
Upon mutual execution, this Agreement will become an enforceable contract. This Agreement may be executed in one or more counterparts, each of which will be considered an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first entered above and deem that it is executed in the State of Connecticut.

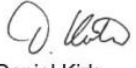
LATAM AIRLINES GROUP S.A.

By  DocuSigned by:
DD6A84F1314144C
Name Andrés Del Valle
Title Authorized Representative

LATAM AIRLINES GROUP S.A.

By  DocuSigned by:
063BFD69CC3943C...
Name Sebastián Acuto
Title Authorized Representative

RTX CORPORATION
Pratt & Whitney Division

By 
Name Daniel Kirk
Title Vice President, Americas

AMENDMENT No.13

TO THE

A320 FAMILY PURCHASE AGREEMENT

BETWEEN

LATAM AIRLINES GROUP S.A.
(formerly known as LAN AIRLINES S.A.)

AND

AIRBUS S.A.S.

IN WITNESS WHEREOF this Amendment No. 13 to the Agreement was duly entered into the day and year first above written.

Agreed and Accepted	Agreed and Accepted
For and on behalf of	For and on behalf of

LATAM AIRLINES GROUP S.A.	AIRBUS S.A.S

 By: Ricardo Botas	By:
Authorized signatory	Its: _____

Date: 19 December 2015	Date: _____

LATAM AIRLINES GROUP S.A.

 By: Sebastian Acido	Authorized signatory
Its: _____	

Date: 19 December 2015

IN WITNESS WHEREOF this Amendment No. 13 to the Agreement was duly entered into the day and year first above written.

Agreed and Accepted
For and on behalf of

Agreed and Accepted
For and on behalf of

LATAM AIRLINES GROUP S.A.

AIRBUS S.A.S

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: 19 December 2015

Paul MEHRES
Executive Vice President
Commercial Transactions

LATAM AIRLINES GROUP S.A.

By: _____

Its: _____

Date: _____

AMENDMENT No.32
to the
A320 / A330 PURCHASE AGREEMENT
between
AIRBUS S.A.S.
and
LATAM AIRLINES GROUP S.A.

Reference: CT1242567

This Amendment No.32 has been executed in two (2) original specimens which are in English.

IN WITNESS WHEREOF this Amendment No.32 to the Agreement was duly entered into the day and year first above written.

For and on behalf of

For and on behalf of

LATAM AIRLINES GROUP S.A.

AIRBUS S.A.S.

Authorized by

LATAM AIRLINES GROUP S.A.

Name : Ricardo Bottas
Title : Authorized signatory

Name :
Title :

LATAM AIRLINES GROUP S.A.

Authorized by

LATAM AIRLINES GROUP S.A.

Name : Sebastián Acuto
Title : Authorized signatory

This Amendment No.32 has been executed in two (2) original specimens which are in English.

IN WITNESS WHEREOF this Amendment No.32 to the Agreement was duly entered into the day and year first above written.

For and on behalf of

For and on behalf of

LATAM AIRLINES GROUP S.A.

AIRBUS S.A.S.

Name :

Title :

Name :

Title :



Paul MEIERS
Executive Vice President
Commercial Transactions

LATAM AIRLINES GROUP S.A.

Name :

Title :

Exhibit 8.1

Legal Name	Place of Incorporation	Doing Business as	Ownership (%)⁽¹⁾	
Transporte Aéreo S.A	Chile	LATAM Airlines Chile		100.00%
LATAM Airlines Perú S.A.	Peru	LATAM Airlines Peru		99.81%
LATAM-Airlines Ecuador S.A.	Ecuador	LATAM Airlines Ecuador	Voting	60.00%
			No Voting	100.00%
Aerovías de Integración Regional, Aires S.A	Colombia	LATAM Airlines Colombia		99.23%
TAM S.A	Brazil	LATAM Airlines Brasil ⁽²⁾	Voting	51.04%
			No Voting	100.00%
Transporte Aéreos del Mercosur S.A.	Paraguay	LATAM Paraguay		94.98%
Lan Cargo S.A	Chile	LATAM Airlines Cargo		99.90%
Linea Aérea Carguera de Colombia S.A.	Colombia	LATAM Cargo Colombia		90.46%
Aerolinhas Brasileiras S.A.	Brazil	LATAM Cargo Brazil		100.00%

⁽¹⁾ Percentage of equity owned by LATAM Airlines Group S.A. directly or indirectly through subsidiaries or affiliates.

⁽²⁾ TAM S.A. include its affiliate TAM Linhas Aereas S.A (“TLA”), which does business under the name “LATAM Airlines Brazil”.

**LATAM AIRLINES GROUP S.A. SECTION 302 CERTIFICATION OF THE CHIEF
EXECUTIVE OFFICER**

I, Roberto Alvo Milosawlewitsch, certify that:

1. I have reviewed this annual report on Form 20-F of LATAM Airlines Group S.A.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the company and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles
 - c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 4, 2026

/s/ Roberto Alvo
Milosawlewitsch

Roberto Alvo
Milosawlewitsch
Chief Executive
Officer

**LATAM AIRLINES GROUP S.A. SECTION 302 CERTIFICATION OF THE CHIEF
FINANCIAL OFFICER**

I, Ricardo Bottas Dourado, certify that:

1. I have reviewed this annual report on Form 20-F of LATAM Airlines Group S.A.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the company and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles ;
 - c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 4, 2026

/s/ Ricardo Bottas

Dourado

Ricardo Bottas

Dourado

Chief Financial

Officer

LATAM AIRLINES GROUP S.A. SECTION 906 CERTIFICATION

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of LATAM Airlines Group S.A. (“the Company”), hereby certifies, to such officer’s knowledge, that:

The Annual Report on Form 20-F for the year ended December 31, 2025 (the “Report”) of the Company to which this statement is provided as an exhibit fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and all information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 4, 2026

/s/ Roberto Alvo

Milosawlewitsch

Roberto Alvo

Milosawlewitsch

Chief Executive

Officer

LATAM AIRLINES GROUP S.A. SECTION 906 CERTIFICATION

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of LATAM Airlines Group S.A. (“the Company”), hereby certifies, to such officer’s knowledge, that:

The Annual Report on Form 20-F for the year ended December 31, 2025 (the “Report”) of the Company to which this statement is provided as an exhibit fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and all information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 4, 2026

/s/ Ricardo Bottas

Dourado

Ricardo Bottas

Dourado

Chief Financial

Officer



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form F-3 (No. 333-280866) of LATAM Airlines Group S.A. of our report dated February 9, 2026 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers

PricewaterhouseCoopers Consultores Auditores y Compañía Limitada

Santiago, Chile

March 4, 2026