

Arrangement Fee Letter

To: International Consolidated Airlines Group S.A. (the “**Company**”)
2 World Business Centre Heathrow
Newall Road
London Heathrow Airport
Hounslow
TW6 2SF
United Kingdom

For the attention of: Jorge Otero-Rodriguez

14 July 2015

Dear Sirs,


€600,000,000 TERM LOAN FACILITY FOR AERL HOLDING – FACILITY A1 ARRANGEMENT FEE

1. Reference is made to the Mandate Letter dated 14 July 2015 (the “**Mandate Letter**”) among Landesbank Hessen-Thüringen Girozentrale (“**Helaba**”) as mandated lead arranger (the “**Mandated Lead Arranger**”), bookrunner (the “**Bookrunner**”) and underwriter (the “**Underwriter**”) and the Company, regarding the conditions on which Helaba is willing to arrange, manage the primary syndication and underwrite Facility A1 as described in the term sheet contained in the Appendix to the Mandate Letter.
2. This is the arrangement fee letter referred to as “Fee Letter” in the Mandate Letter. Capitalised terms used but not defined herein are used with the meanings assigned to them in the Mandate Letter.
3. In consideration of the performance of the arrangement services, including finance structuring, coordination of negotiation with participating financial institutions and other services related to the Facility you hereby agree to pay, or to cause any member of the Group to be agreed between the Company and the Mandated Lead Arranger to pay, to us a non-refundable Arrangement Fee (the “**Arrangement Fee**”) on the terms set out below, together with any applicable value added tax or similar charge.
4. The Arrangement Fee shall be calculated in an amount equal to [REDACTED] per cent flat on the aggregate amount of Facility A1 on the Signing Date and shall be payable within 5 Business Days of the Signing Date to an account notified by Helaba to you in writing.
5. Once paid, the Arrangement Fee or any part thereof payable hereunder shall not be refundable under any circumstances. Each payment made under this Arrangement Fee Letter shall be made free of any counterclaim or set-off and shall be paid in Euro in immediately available funds and without deduction for or on account of any taxes (including VAT, if any, which is non-refundable), duties, assessments or charges whatsoever (grossed up to an extent such that, after any such deduction or payment by the Mandated Lead Arranger of any taxes relating thereto, the Mandated Lead Arranger will receive and retain the full amount of each payment to be applied to them as if such deduction or payment had not been required to be made or paid, as the case may be).
6. It is understood and agreed that this Arrangement Fee Letter (including payment of any fees hereunder) shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Mandate Letter if accepted in accordance with its terms.

7. This Arrangement Fee Letter may not be amended or waived except by an instrument in writing signed by the Mandated Lead Arranger and the Company. Except for the Mandated Lead Arranger (and its respective successors and assigns), no other person has rights to enforce any of the terms of this Arrangement Fee Letter.
8. This Arrangement Fee Letter (including the agreement constituted by your acknowledgement of its terms) and any non-contractual obligations arising out of or in connection with it (including any non-contractual obligations arising out of the negotiations of the transaction contemplated by this Arrangement Fee Letter) are governed by English law.
9. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Arrangement Fee Letter (including a dispute relating to any non-contractual obligation arising out of or in connection with either this Arrangement Fee Letter or the negotiation of the transaction contemplated by this Arrangement Fee Letter).
10. This Arrangement Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which taken together, shall constitute one agreement.
11. The Company agrees that this Arrangement Fee Letter and its contents are subject to the confidentiality provisions of the Mandate Letter.
12. This Arrangement Fee Letter shall not be assignable by any party hereto without the prior written consent of all the other parties and any purported assignment without such consent shall be null and void.

If you agree to the above, please acknowledge your agreement and acceptance of the offer by signing and returning the enclosed copy of this letter to Manfred Scheerer/ Dr. Michael Lang at Landesbank Hessen-Thüringen Girozentrale, Main Tower, Neue Mainzer Straße 52-58, 60311 Frankfurt am Main.

Yours faithfully,



For and on behalf of **Landesbank Hessen-Thüringen Girozentrale**
as **Mandated Lead Arranger**

Name:	Manfred Scheerer	Dr. Michael Lang
Title:	Senior Vice President	Vice President

We acknowledge and agree to the above:



For and on behalf of **International Consolidated Airlines Group S.A.**
as **Company**

Name:	Enrique Dupuy De Lôme Chávarri
Title:	Director

Date: 31 July 2015