EQUITY SUBSCRIPTION AND ISSUANCE AGREEMENT

This equity subscription and issuance instrument (the "**Agreement**") is executed as a deed and made on 22 October 2024 between:

(1) **ABRA GROUP LIMITED**, a private limited company incorporated in England and Wales with registered number 13926427 and whose registered office is at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT (the "**Parent**");

(2) **AG DORADUS LP**, a Cayman Islands limited partnership with registered number 128573 and whose registered office is at c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands, acting through its general partner, AG Naledi GP LP, as Delaware limited partnership (the "**Lead Investor**");

(3) **UMB BANK, NATIONAL ASSOCIATION** as administrative agent in respect of the Abra Senior Secured Term Loan Agreement, a national banking association organized under the laws of the United States of America with its principal office at 120 S. 6th Street, Suite 1400 Minneapolis, MN 55402 (the "**Administrative Agent**"); and

(4) **UMB BANK, NATIONAL ASSOCIATION** as trustee in respect of the Abra Senior Secured 2029 Notes Indenture, a national banking association organized under the laws of the United States of America with its principal office at 120 S. 6th Street, Suite 1400 Minneapolis, MN 55402 (the "**Trustee**"),

(together the "**Parties**", and each a "**Party**").

WHEREAS:

(A) Abra Global Finance (the "**Borrower**") is a direct, wholly-owned subsidiary of the Parent, and a company in the Group.

(B) The Borrower has requested that the Creditors extend credit to, and purchase notes from, the Borrower, and the Creditors have agreed to do so on the terms and conditions set forth in the Abra Senior Secured Term Facility Agreements. The Administrative Agent is the administrative agent in respect of the Abra Senior Secured Term Loan Agreement and the Trustee is the trustee in respect of the Abra Senior Secured 2029 Notes Indenture.

(C) In consideration for the Creditors making the Loans available to and purchasing the 2029 Notes from the Borrower, the Parent has agreed to (at its sole discretion): (i) allot and issue to each Creditor a certain number of Parent Common Shares; and/or (ii) pay to each Creditor certain cash amounts, in each case on the terms and conditions set forth herein.

THIS AGREEMENT WITNESSES as follows:

1. INTERPRETATION

1.1 In this Agreement, unless otherwise defined herein, capitalised terms should have the meaning ascribed to them as follows:

"**Abra Senior Secured Facility Agreements**"	means, collectively, the Abra Senior Secured Term Loan Agreement and the Abra Senior Secured 2029 Notes Indenture.

"**Abra Senior Secured Term Loan Agreement**"	means the term loan credit agreement dated on or about the date of this Agreement (as amended, supplemented or restated from time to time), among the Borrower, the Parent, the other guarantors from time to time party thereto, the lenders from time to time party thereto, and the Administrative Agent.
"Abra Senior Secured 2029 Notes Indenture"	means the indenture dated on or about the date of this Agreement (as amended, supplemented or restated from time to time), among the Borrower, Parent, the other guarantors from time to time party thereto, the Trustee and the collateral agent party thereto.
"**Act**"	means the UK Companies Act 2006 (as amended from time to time).
"**Additional Share Issuance Event**"	has the meaning given to it in Clause 5.4.
"**Additional Shares**"	has the meaning given to it in Clause 5.4.
"**Adjustment**"	has the meaning given to it in Clause 7.1.
"**Adjustment Issuance**"	has the meaning given to it in Clause 7.1(a).
"**Adjustment Reorganisation**"	has the meaning given to it in Clause 7.1(c).
"**Allocable Benchmark Value**"	means, with respect to any Share Issuance Event: (a) the Benchmark Value as of the date of such Share Issuance Event; *multiplied by* (b) the Percentage Repaid in connection with such Share Issuance Event.
"**Allocable Creditor Ordinary Shares Value**"	means with respect to any Share Issuance Event: (a) the number of Creditor Ordinary Shares as of immediately prior to such Share Issuance Event; *multiplied by* (b) the Baseline Value Per Share as of the date of such Share Issuance Event (or, if applicable in accordance with the terms of this Agreement, the Appraised Value Per Share as of such date); *multiplied by* (c) the Percentage Repaid in connection with such Share Issuance Event.
"**Allocable Specified Benchmark Value**"	means, with respect to any Specified Share Issuance Event:

(a) the Benchmark Value as of the date of such Specified Share Issuance Event; *multiplied by*

(b) the aggregate of the Specified Percentage Repaid in connection with each Specified Payment Event from but excluding the previous Specified Share Issuance Event (or, if there are no previous Specified Share Issuance Events, the date of this Agreement) to and including the date of the relevant Specified Share Issuance Event.

"**Allocable Specified Creditor Ordinary Shares Value**"	means, with respect to any Specified Share Issuance Event: (a) the number of Creditor Ordinary Shares as of immediately prior to such any Specified Share Issuance Event; *multiplied by* (b) the Baseline Value Per Share as of the date of such Specified Share Issuance Event (or, if applicable in accordance with the terms of this Agreement, the Appraised Value Per Share as of such date); *multiplied by* (c) the aggregate of the Specified Percentage Repaid in connection with each Specified Payment Event from but excluding the previous Specified Share Issuance Event (or, if there are no previous Specified Share Issuance Events, the date of this Agreement) to and including the date of the relevant Specified Share Issuance Event.
"**Appointing Party**"	has the meaning given to it in Clause 18.1.
"**Appraised Value Per Share**"	has the meaning given to it in Clause 5.1(g).
"**Articles**"	means the articles of association of the Parent, as amended from time to time.
"**Baseline Value Per Share**"	means: (a) if, as of a date that the Baseline Value Per Share is to be determined pursuant to this Agreement, the Parent Common Shares are not traded or quoted on an exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**"), the value of each Parent Common Share as determined by the latest quarterly valuation performed by an independent

valuation firm on behalf of the Parent (which, as at the date of this Agreement, is performed by Kroll) for the purposes of valuing Parent Common Shares in connection with the Parent's management incentive plan in operation from time to time, provided that, if no such quarterly valuation has been performed in the six months preceding the relevant time, the "**Baseline Value Per Share**" shall be determined by the Parent acting reasonably and in good faith and on a basis materially consistent with previous valuations undertaken by independent valuation firms; or

(b) if, as of a date that the Baseline Value Per Share is to be determined pursuant to this Agreement, the Parent Common Shares are traded or quoted on a Trading Market, the Market Reference Price of a Parent Common Share.

"**Benchmark Value**"	means, as of any date of determination, the "Creditor Shares Value" corresponding to such date as set forth in Schedule 2; provided that, notwithstanding anything to the contrary set forth herein, the Benchmark Value at any time prior to the date that is 24 months following the Closing Date shall be deemed to be $0.
"**Board of Directors**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Borrower**"	has the meaning given to it in the Recitals.
"**Business Day**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Cash Consideration**"	has the meaning given to it in Clause 8.4.
"**Cash Portion**"	has the meaning given in Clause 2.1(i).
"**Cash Settlement Amount**"	means, with respect to any Share Issuance Event or Event of Default Issuance Event: (a) the Allocable Benchmark Value *multiplied by* the Cash Portion; *plus* (b) the Allocable Specified Benchmark Value *multiplied by* the Cash Portion.
"**Change of Control**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Civil Procedure Rules**"	the Civil Procedure Rules used by the courts of England and Wales (as amended from time to time);

"**Closing Date**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Comparable Companies**"	means those companies set out in Schedule 3; provided that if any of the companies set out in Schedule 3 ceases to have its equity securities traded or quoted on a Trading Market, the Parent shall select a replacement for any such company that the Parent determines, acting reasonably and in good faith, has comparable characteristics as far as reasonably possible as the then existing Comparable Companies, with the consent of the Lead Investor (not to be unreasonably withheld, delayed or conditioned). Schedule 3 shall be deemed updated, effective as of the date the Lead Investor consents to such replacement company.
"**Creditors**"	means the holders from time to time of the Loans and the 2029 Notes.
"**Creditor Notification"**	has the meaning given to it in Clause 5.1(b)(ii).
"**Creditor Ordinary Shares**"	means: (a) 320,540,552 Parent Common Shares; *minus* (b) the number of Parent Common Shares previously issued in connection with any Relevant Event; *minus* (c) the number of Share Issuance Event Shares (including, without double counting, any Specified Deferred Shares) in respect of which the Parent has paid a Cash Settlement Amount or any cash amount pursuant to Clause 2.5, in each case as may be adjusted in accordance with Clause 7.
"**Creditor Valuer"**	has the meaning given to it in Clause 5.1(b)(ii).
"**Delayed Draw Term Loans**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Disputed Valuation**"	has the meaning given to it in Clause 4.1.
"**Disputed Valuation Notice**"	has the meaning given to it in Clause 4.1.
"**EBITDAR Multiple**"	means: (a) in respect of the Parent, (1) the sum of (x) (i) the Baseline Value Per Share of the Parent Common Shares *multiplied by* (ii) the aggregate number of then issued and outstanding Parent

Common Shares, (y) the aggregate value of any other Equity Interests of the Parent and (z) the Net Debt of Parent, in each case, at the time of the relevant calculation *divided by* (2) the LTM EBITDAR (as such term is defined in the Abra Senior Secured Term Loan Agreement) of the Parent at the time of the relevant calculation; and

(b) in respect of a Comparable Company, (1) the sum of (x) the aggregate value, using the Market Reference Price, of the Equity Interests of such Comparable Company that are listed on a Trading Market (or, if such Comparable Company has more than one class of Equity Interests listed on a Trading Market at the time of the relevant calculation, the aggregate value, using the Market Reference Price, of all such Equity Interests) and (y) the Net Debt of such Comparable Company, in each case, at the time of the relevant calculation *divided by* (2) the LTM EBITDAR (as such term is defined in the Abra Senior Secured Term Loan Agreement) of such Comparable Company at the time of the relevant calculation.

"**Election Notice**"	has the meaning given to it in Clause 2.1.
"**Encumbrances**"	means any lien, pledge, encumbrance, charge (fixed or floating), mortgage, hypothecation, debenture, option, right of pre-emption, restriction on transfer, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security, retention arrangements, other security interests of any kind or other encumbrances of any nature whatsoever, and any agreement to create any of the foregoing.
"**Equity Portion**"	has the meaning given in Clause 2.1(i).
"**Equity Interests**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Event of Default**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Event of Default Issuance Event**"	has the meaning given to it in Clause 2.1(b).
"**Event of Default Shares**"	has the meaning given to it in Clause 3.3(a).

"**Exchange Act**"	means the United States Securities Exchange Act of 1934, as amended from time to time.
"**Fair Market Value**"	means, with respect to each Share, the value which could be negotiated in an arm's-length transaction for the sale of the Share, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by Parent in good faith.
"**Final Maturity Date**"	October 22, 2029.
"**Group**"	has the meaning given to it in the Shareholders Agreement.
"**Issuable Shares**"	means, in respect of a Share Issuance Event, the Share Issuance Event Shares *multiplied by* the Equity Portion.
"**Joint Valuer**"	has the meaning given to it in Clause 5.1(d).
"**Lenders**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Loans**"	means the term loans incurred by Borrower on or about the date of this Agreement pursuant to the Abra Senior Secured Term Loan Agreement (and any Delayed Draw Term Loans actually borrowed by the Borrower after the date of this Agreement).
"**Loan Cash Settlement Amount**"	means, with respect to any Share Issuance Event or Event of Default Issuance Event: (a) the Loan Percentage Amount; *multiplied by* (b) the Cash Settlement Amount in respect of such Share Issuance Event or Event of Default Issuance Event.
"**Loan Percentage Amount**"	means: (a) the principal amount of the Loans, including any previously capitalized PIK interest thereon; *divided by* (b) the Principal, expressed as a percentage.
"**Market Reference Price**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Merger Event**"	has the meaning given in Clause 8.1.
"**Net Debt**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.

"**Notes Cash Settlement Amount**"	means, with respect to any Share Issuance Event or Event of Default Issuance Event: (a) the Notes Percentage Amount; *multiplied by* (a) the Cash Settlement Amount in respect of such Share Issuance Event or Event of Default Issuance Event.
"**Notes Percentage Amount**"	means: (a) the principal amount of the 2029 Notes, including any previously capitalized PIK interest thereon; *divided by* (b) the Principal, expressed as a percentage.
"**Nominee**"	has the meaning given to it in Clause 3.3.
"**Notice**"	has the meaning given to it in Clause 17.1.
"**Parent Common Shares**"	means the ordinary shares of $0.000001 each in the capital of Parent.
"**Parent Notification**"	has the meaning given to it in Clause 5.1(b)(i).
"**Parent Valuer**"	has the meaning given to it in Clause 5.1(b)(i).
"**Percentage Repaid**"	means, with respect to any Share Issuance Event: (a) the total amount of Principal prepaid, redeemed or repaid in connection with such Share Issuance Event; *divided by* (b) the total amount of all Principal outstanding as of the Closing Date (and, if applicable, after giving effect to any Delayed Draw Term Loans actually borrowed by the Borrower after the date of this Agreement), including any previously capitalized PIK interest thereon, expressed as a percentage.
"**Person**"	means any individual, company, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.
"**Pre-Emption Investors**"	means all Eligible Investors (as defined in the Shareholders Agreement) and the holders of all DA Warrants and UA Warrants (as defined in the Shareholders Agreement) from time to time.

"**Pre-Emption Process**"	has the meaning given in Clause 2.4(a).
"**Pre-Emption Waiver**"	means a waiver duly executed by each Pre-Emption Investor pursuant to which the Pre-Emption Investors waive any and all rights pursuant to clause 19 of the Shareholders Agreement in respect of an issuance of Relevant Securities (as defined in the Shareholders Agreement).
"**Pre-IPO Valuation Notification**"	has the meaning given to it in Clause 4.1.
"**Principal**"	means the principal amount of the Loans and the principal amount of the 2029 Notes, including any previously capitalized PIK interest thereon.
"**Pro Rata Share**"	means, in respect of each Creditor at the relevant time, the percentage of the total Principal outstanding held by the relevant Creditor at such time.
"**Proceedings**"	means any proceeding, suit or action arising out of or in connection with this Agreement or the negotiation, existence, validity or enforceability of this Agreement, whether contractual or non-contractual.
"**Qualified IPO**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Reference Property**"	has the meaning given in Clause 8.2.
"**Relevant Event**"	means a Share Issuance Event, an Additional Share Issuance Event or an Event of Default Issuance Event.
"**Requisite Creditors**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Securities Consideration**"	has the meaning given to it in Clause 8.5.
"**Selected Valuer**"	has the meaning given to it in Clause 5.1(e).
"**Service Document**"	has the meaning given to it in Clause 18.2.
"**Settlement Date**"	has the meaning given to it in Clause 2.1(e).
"**Shareholders Agreement**"	means the Amended and Restated Shareholders Agreement, dated as of November 28, 2023, between the Principal Investors and Other Equity Holders (in each case as defined therein) and the Parent (as amended, supplemented or otherwise modified from time to time).
"**Shareholders Agreement Joinder**"	means a joinder to the Shareholders Agreement substantially in the form attached hereto as Schedule 4 (or in such form as may be required by Enhanced

Director Approval (as defined in the Shareholders Agreement)).

"**Shares**" has the meaning given to it in the Articles.

"**Share Issuance Event**" means:

(a) any prepayment of any Principal prior to the Final Maturity Date; and

(b) any repayment in connection with the Final Maturity Date,

but excluding, in either case, a Specified Payment Event.

"**Share Issuance Event Shares**" means:

(a) with respect to any Share Issuance Event, such number of Parent Common Shares (rounded to the nearest whole Parent Common Share) equal to:

(i) the lesser of (x) the Allocable Benchmark Value; and (y) the Allocable Creditor Ordinary Shares Value,

divided by

(ii) the Baseline Value Per Share as of the date of such Share Issuance Event (or, if applicable in accordance with the terms of this Agreement, the Appraised Value Per Share as of such date), *plus*

(b) where the relevant Share Issuance Event is a Specified Share Issuance Event, any Specified Deferred Shares.

"**Specified Deferred Shares**" means, in respect of a Specified Share Issuance Event, the number of Parent Common Shares (rounded to the nearest whole Parent Common Share) equal to:

(a) the lesser of:

(i) the Allocable Specified Benchmark Value; and

(ii) the Allocable Specified Creditor Ordinary Shares Value;

divided by

(b) the Baseline Value Per Share as of the date of such Specified Share Issuance Event (or, if

applicable in accordance with the terms of this Agreement, the Appraised Value Per Share as of such date).

"**Specified Payment Event**"	means any prepayment, redemption or repayment of Principal with Specified Proceeds provided that: (a) the aggregate amount of Principal prepaid or repaid pursuant to such prepayment or repayment and all previous Specified Payment Events taken together is equal to or less than $300,000,000; and (b) no Event of Default has occurred or will occur as a result of such prepayment, redemption or repayment.
"**Specified Percentage Repaid**"	means, with respect to any Specified Payment Event: (a) the total amount of Principal prepaid, redeemed or repaid with Specified Proceeds in connection with such Specified Payment Event; *divided by* (b) the total amount of Principal outstanding as of the Closing Date (and, if applicable, after giving effect to any Delayed Draw Term Loans actually borrowed by the Borrower after the date of this Agreement), expressed as a percentage.
"**Specified Proceeds**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Specified Share Issuance Event**"	means the first Share Issuance Event following each Specified Payment Event.
"**SSEN Issuance**"	has the meaning given in Clause 7.1(b).
"**Subscription Confirmation**"	means a subscription confirmation in a form specified by the Parent (acting reasonably and in good faith), which form sets out: (a) a confirmation by the relevant Creditor (and/or, if applicable, its Nominee) that it agrees to subscribe for the relevant number of Issuable Shares (and, if applicable, related Additional Shares) or Event of Default Shares (as appropriate); and (b) a warranty by the relevant Creditor that, as of the date of the relevant Subscription Confirmation, that Creditor is the holder of

	Loans and/or 2029 Notes in an aggregate amount of Principal as prescribed therein.
"**Termination Date"**	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**Trading Market**"	has the meaning given to it in the definition of "Baseline Value Per Share".
"**2029 Noteholders**"	has the meaning given to it in the Abra Senior Secured Term Loan Agreement.
"**2029 Notes**"	means the Senior Secured Notes due 2029 issued by Borrower on or about the date of this Agreement pursuant to the Abra Senior Secured 2029 Notes Indenture.

1.2 The headings in this Agreement do not affect its interpretation.

1.3 In this Agreement a reference to:

(a) a Clause, paragraph or schedule, unless the context otherwise requires, is a reference to a Clause or paragraph of, or schedule to, this Agreement;

(b) references herein to 'this Agreement' include, where the context so admits, the Schedules hereto;

(c) a statutory provision shall be construed as a reference to those provisions and any subordinate legislation made under the statutory provision in force at the date of this Agreement; and

(d) unless the context otherwise requires, words and expressions defined in the Articles and words and expressions defined in or having a meaning provided by the Act shall have the same meaning in this Agreement, including references to a "**company**", "**parent company**" and "**subsidiary company**". References to "**subsidiary undertaking**", "**holding company**" and "**group undertaking**" shall have the meaning given to them in the Act.

2. ELECTION OF EQUITY AND CASH PROPORTIONS

2.1 As soon as reasonably practicable (and in any event within two Business Days) after (in the case of Clauses 2.1(a) and 2.1(b)) or no later than 25 Business Days prior to (in the case of Clause 2.1(c)):

(a) the Parent or Borrower giving any notice of prepayment of the Loans in accordance with the Abra Senior Secured Term Loan Agreement or any notice of redemption of the 2029 Notes in accordance with the Abra Senior Secured 2029 Notes Indenture; or

(b) an Event of Default occurring under Section 9.1(a)(y) of the Abra Senior Secured Term Loan Agreement (with respect to the Principal of the Loans) which is not

cured within five (5) Business Days or under Section 9.1(g), (h) or (i) of the Abra Senior Secured Term Loan Agreement (solely with respect to the Parent) (the expiry of such period being an "**Event of Default Issuance Event**"); or

(c) the Final Maturity Date (if any Loans or 2029 Notes remain outstanding at that time),

the Parent shall deliver notice (an "**Election Notice**") to the Lead Investor, the Administrative Agent (for distribution to the Lenders) and the Trustee (for distribution to the holders of 2029 Notes), as applicable, setting out:

(d) (x) the anticipated occurrence of the Share Issuance Event, or (y) the occurrence of the Event of Default Issuance Event, as applicable; and

(e) the date on which the Issuable Shares or the Event of Default Shares, as applicable, shall be issued and/or the Cash Settlement Amount will be paid (as applicable) (the "**Settlement Date**") subject, in each case, to Clause 2.6, which date shall be:

(i) in the case of a Share Issuance Event in respect of which a Pre-Emption Waiver has been obtained or in respect of which clause 19.1 of the Shareholders Agreement does not apply (as determined by Parent acting reasonably and in good faith), the date of the Share Issuance Event;

(ii) in the case of an Event of Default Issuance Event in respect of which a Pre-Emption Waiver has been obtained or in respect of which clause 19.1 of the Shareholders Agreement does not apply (as determined by Parent acting reasonably and in good faith), a date no more than 3 Business Days after the date of the Election Notice; or

(iii) in the case of a Share Issuance Event or Event of Default Issuance Event in respect of which a Pre-Emption Waiver has not been obtained and in respect of which clause 19.1 of the Shareholders Agreement applies (as determined by Parent acting reasonably and in good faith), the later of (x) the date of the Share Issuance Event or Event of Default Issuance Event (as applicable) and (y) 25 Business Days after the date of the relevant Election Notice;

(f) in respect of a Share Issuance Event only, the Baseline Value Per Share as of the date of such Election Notice;

(g) (x) the number of Share Issuance Event Shares that would be allocable in respect of the Share Issuance Event if the Baseline Value Per Share as of the date of the Share Issuance Event is equal to the Baseline Value Per Share as of the date of such notice, or (y) the number of Event of Default Shares allocable in respect of the Event of Default Issuance Event, as applicable;

(h) in respect of a Share Issuance Event only, the number of Share Issuance Event Shares (if any) allocable in respect of such Share Issuance Event which constitute Specified Deferred Shares; and

(i) the percentage of the Share Issuance Event Shares or Event of Default Shares (as applicable) which the Parent elects to settle in cash (the "**Cash Portion**") and the percentage of the Share Issuance Event Shares or Event of Default Shares (as applicable) which the Parent elects to settle by the issuance of the relevant Parent Common Shares to Creditors (the "**Equity Portion**") (which percentages shall, for the avoidance of doubt, add up to 100%), provided that, in the case of an Event of Default Issuance Event, the Cash Portion shall be 0% and the Equity Portion shall be 100% (subject to Clauses 2.4(b) and 2.5),

which Election Notice may (in respect of a Share Issuance Event only) be conditioned upon the consummation of such Share Issuance Event. For the avoidance of doubt, only Persons who are Lenders and/or holders of 2029 Notes (or, in either case, Nominees thereof) as of the date of the applicable Share Issuance Event or Event of Default Issuance Event (or such other record date as may be reasonably agreed by Parent and Lead Investor) shall be entitled to receive Parent Common Shares (including, in the case of any Additional Share Issuance Event, such Persons as of the date of the applicable Share Issuance Event (or such other record date as may be reasonably agreed by Parent and Lead Investor)) and/or cash, as applicable, in respect of such Share Issuance Event or Event of Default Issuance Event.

2.2 The Equity Portion and Cash Portion in respect of a given Share Issuance Event or Event of Default Issuance Event shall not be changed after delivery of the relevant Election Notice other than in accordance with Clause 2.4(b) and/or Clause 2.5.

2.3 If the Parent delivers an Election Notice in which the Equity Portion is greater than zero:

(a) the Election Notice shall specify:

(i) that the issue of the relevant Issuable Shares or Event of Default Shares (as applicable) is subject to the relevant Creditor delivering a Subscription Confirmation in respect of their relevant Issuable Shares or Event of Default Shares (as applicable) and, if the relevant Creditor has not previously adhered to the Shareholders Agreement, a duly executed Shareholders Agreement Joinder to the Parent;

(ii) if clause 19.1 of the Shareholders Agreement applies to the Share Issuance Event or Event of Default Issuance Event (as applicable) (in each case as determined by Parent acting reasonably and in good faith) and a Pre-Emption Waiver has not been obtained in respect of the relevant Share Issuance Event or Event of Default Issuance Event (as applicable), that the Equity Portion may be reduced in accordance with Clause 2.4(b); and

(iii) that the Parent has the right to elect to pay any Creditor (other than the Lead Investor) a cash amount calculated in accordance with Clause 2.5; and

(b) the Election Notice shall be accompanied by draft templates of the Shareholders Agreement Joinder and the Subscription Confirmation.

2.4 If (x) the Parent delivers an Election Notice in which the Equity Portion is greater than zero, (y) clause 19.1 of the Shareholders Agreement applies to the Share Issuance Event or Event

of Default Issuance Event (as applicable) (as determined by Parent in good faith) and (z) a Pre-Emption Waiver has not been obtained in respect of the relevant Share Issuance Event or Event of Default Issuance Event (as applicable):

(a) as soon as reasonably practicable following delivery of the Election Notice (and in any event within two Business Days of delivery of the Election Notice), the Parent shall offer to issue and allot to the Pre-Emption Investors a number of Parent Common Shares:

(i) equal to (x) the total number of Share Issuance Event Shares or Event of Default Shares (as applicable) *multiplied by* (y) the Equity Portion; and

(ii) at a price per share equal to (x) the sum of (1) the Allocable Benchmark Value with respect to such Relevant Event and (2) in the case of a Specified Share Issuance Event, the Allocable Specified Benchmark Value with respect to such Specified Share Issuance Event, *divided by* (y) the total number of Share Issuance Event Shares or Event of Default Shares (as applicable), provided that it shall be a term of the offer to the Pre-Emption Investors that, in the event the Baseline Value Per Share is adjusted in accordance with Clause 5 following the delivery of a Dispute Valuation Notice, each Pre-Emption Investor that accepts the offer shall have additional Parent Common Shares issued and allotted to them accordingly such that the price per share paid by such Pre-Emption Investor is equal to the Appraised Value Per Share,

in accordance with clause 19 of the Shareholders Agreement and shall follow the procedure set out in clause 19.1 of the Shareholders Agreement in all material respects (to the extent not waived by the Pre-Emption Investors) in respect of such offer (the "**Pre-Emption Process**"), provided that the Parent shall deliver the notice required pursuant to clause 19.1(d) of the Shareholders Agreement as soon as reasonably practicable following the End Date (as defined in the Shareholders Agreement) and in any event within 2 Business Days of the End Date (as defined in the Shareholders Agreement); and

(b) the percentage equal to (x) the number of Parent Common Shares issued to Pre-Emption Investors by the Parent pursuant to the Pre-Emption Process *divided by* (y) the total number of Share Issuance Event Shares or Event of Default Shares (as applicable), shall be deducted from the Equity Portion and added to the Cash Portion.

2.5 Notwithstanding any other provision of this Agreement, if the Parent delivers an Election Notice in which the Equity Portion is greater than zero, the Parent may elect to pay to any Creditor(s) (other than the Lead Investor) in respect of the relevant Share Issuance Event or Event of Default Issuance Event a cash amount equal to (x) the sum of (1) the Allocable Benchmark Value with respect to such Relevant Event and (2) in the case of a Specified Share Issuance Event, the Allocable Specified Benchmark Value with respect to such Specified Share Issuance Event, *multiplied by* (y) such Creditor's Pro Rata Share in lieu of issuing any Share Issuance Event Shares or Event of Default Shares to such Creditor(s) to

the extent the Parent determines that issuing Share Issuance Event Shares or Event of Default Shares to all Creditors could cause the Parent to be required to, or could reasonably be expected to create the risk of the Parent being required in the reasonably near future to, register the Parent Common Shares (or other securities) under Section 12(g) of the Exchange Act at a time that the Parent Common Shares are not already registered under Section 12 of the Exchange Act. The Parent shall pay such payment due under this Clause 2.5 by electronic funds transfer in immediately available funds to each relevant Creditor(s):

(a) if such Creditor has delivered to the Parent the Necessary Payment Information at least 5 Business Days prior to the Settlement Date, on the Settlement Date; or

(b) if such Creditor has not delivered to the Parent the Necessary Payment Information at least 5 Business Days prior to the Settlement Date, on the date falling 5 Business Days following such Creditor(s)'s delivery of the Necessary Payment Information to the Parent.

2.6 Notwithstanding any other provision of this Agreement, the Parent shall not be obligated to (1) allot and issue any Parent Common Shares to any Creditor (or, if applicable, Nominee) that has not delivered (x) a Subscription Confirmation in respect of their relevant Issuable Shares, Additional Shares or Event of Default Shares (as applicable) and (y) if the relevant Creditor (or Nominee) has not previously adhered to the Shareholders Agreement, a duly executed Shareholders Agreement Joinder to the Parent or (2) pay any cash amount payable under Clause 2.5 if a Creditor in respect of which such cash payment is to be made has not delivered to the Parent payment instructions in respect of such payment and any other documentation and information reasonably requested in good faith by the Parent in connection therewith (such payment instructions and other documentation and information, the "**Necessary Payment Information**"), and the Settlement Date or Additional Share Issuance Event (as applicable) with respect to such allotment and issuance or cash payment referred to in clauses (x) and (y) above with respect to such Creditor shall be deemed to be extended until the date that is five Business Days following the satisfaction by such Creditor of such obligations, to the extent applicable.

3. EQUITY ISSUANCE

3.1 On (or in respect of Clause 3.1(a)(iii) only, as soon as reasonably practicable following) the Settlement Date in respect of each Share Issuance Event, the following events shall occur:

(a) the Parent shall:

(i) allot and issue to each Creditor (subject to Clause 2.4(b), Clause 2.5 and Clause 2.6) such number of Parent Common Shares equal to the relevant Creditor's Pro Rata Share of the Issuable Shares, in each case free and clear of all Encumbrances (other than Encumbrances set out in this Agreement, the Articles, the Shareholders Agreement, the Abra Senior Secured Term Loan Agreement and the Abra Senior Secured 2029 Notes Indenture);

(ii) enter each relevant Creditor's name in the register of members of Parent in respect of such Creditor's relevant Issuable Shares; and

(iii) deliver to each relevant Creditor a share certificate in respect of such Creditor's Issuable Shares (unless (1) the Parent is permitted pursuant to the Articles and applicable law to issue Parent Common Shares in book-entry form and (2) the Parent determines, in its sole discretion, to issue such Creditor's Issuable Shares in book-entry form),

in each case subject to and conditional on Clause 2.6; and

(b) the Parent shall deliver to the Lead Investor a copy of the duly executed minutes of a meeting of the Board of Directors (or a duly authorised committee thereof) of the Parent (or written resolutions of the Board of Directors (or a duly authorised committee thereof) of the Parent) pursuant to which the Parent approves (in each case subject to and conditional on the relevant Creditor delivering a Subscription Confirmation in respect of their relevant Issuable Shares and, if the Creditor has not previously adhered to the Shareholders Agreement, a duly executed Shareholders Agreement Joinder to the Parent):

(i) the issue and allotment of the Issuable Shares (as reduced, if applicable, pursuant to Clause 2.4(b) and Clause 2.5) upon the relevant Settlement Date to the relevant Creditors, such Issuable Shares to be credited as fully paid in consideration of each Creditor's (as at the date of this Agreement) entry into the Abra Senior Secured Facility Agreements and the Creditors making the Loans available to and purchasing 2029 Notes from the Borrower;

(ii) the entry of each relevant Creditor's name in the register of members of the Parent in respect of its Issuable Shares upon the relevant Settlement Date;

(iii) the execution and delivery by the Parent to each Creditor of a share certificate for its Issuable Shares (unless (1) the Parent is permitted pursuant to the Articles and applicable law to issue Parent Common Shares in book-entry form and (2) the Parent determines, in its sole discretion, to issue such Creditor's Issuable Shares in book-entry form); and

(iv) such other resolutions as may be required to carry out the obligations of the Parent under this Agreement.

3.2 The Parent Common Shares issued hereunder (and any Additional Shares issued hereunder) may, to the extent applicable, bear the following legend and any legend required by the securities laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A SHAREHOLDERS AGREEMENT AMONG THE COMPANY AND ITS SHAREHOLDERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SHAREHOLDERS AGREEMENT.

3.3 Subject to applicable law, upon the Settlement Date in respect of an Event of Default Issuance Event, the Parent shall:

(a) allot and issue to each Creditor (subject to Clause 2.4(b), Clause 2.5 and Clause 2.6) such number of Parent Common Shares equal to the relevant Creditor's Pro Rata Share of the Creditor Ordinary Shares at such time (the Parent Common Shares issued to each such Creditor, together, the "**Event of Default Shares**"), in each case free and clear of all Encumbrances (other than Encumbrances set out in this Agreement, the Articles, the Shareholders Agreement, the Abra Senior Secured Term Loan Agreement and the Abra Senior Secured 2029 Notes Indenture);

(b) comply with its obligations set out in Clause 3.1(a)(ii) above with respect to such Event of Default Shares allotted and issued pursuant to (a) above (provided that references to "Share Issuance Event" shall be read as references to "Event of Default Issuance Event" and references to "Share Issuance Event Shares" shall be read as references to "Event of Default Shares");

(c) comply with its obligations set out in Clause 3.1(a)(iii) above with respect to such Parent Common Shares allotted and issued pursuant to (a) above (provided that references to "Share Issuance Event" shall be read as references to "Event of Default Issuance Event" and references to "Share Issuance Event Shares" shall be read as references to "Event of Default Shares"); and

(d) comply with its obligations set out in Clause 3.1(b) above with respect to such Parent Common Shares allotted and issued pursuant to (a) above (provided that references to "Share Issuance Event" shall be read as references to "Event of Default Issuance Event" and references to "Share Issuance Event Shares" shall be read as references to "Event of Default Shares").

3.4 Each Creditor shall be entitled to direct that their relevant Issuable Shares, Additional Shares or Event of Default Shares (as applicable) be issued and registered in the name of any nominee which is an Investor Affiliate (as defined in the Shareholders Agreement, provided that references to "Investor" shall be read as references to "Creditor") of that Creditor (a "**Nominee**"), and the provisions of Clauses 3.1, 3.3 and 5.4 shall be interpreted accordingly (including, for the avoidance of doubt, with respect to the requirement of such Nominee to deliver a duly executed Shareholders Agreement Joinder (if applicable) and Subscription Confirmation to the Parent).

3.5 From and including the earlier of: (a) the Termination Date; and (b) the Final Maturity Date, other than in connection with a Share Issuance Event occurring on such date, no additional Parent Common Shares shall be required to be allotted and issued pursuant to this Agreement, notwithstanding that the number of Creditor Ordinary Shares may be greater than zero at such time.

4. VALUATION NOTIFICATION

4.1 If, in an Election Notice delivered in respect of a Share Issuance Event that will occur at a time when the Parent Common Shares are not traded or quoted on a Trading Market (a "**Pre-IPO Valuation Notification**"), the EBITDAR Multiple of the Parent derived from the Baseline Value Per Share set out in such Pre-IPO Valuation Notification exceeds the average EBITDAR Multiple of the Comparable Companies as of the date of determination of such Baseline Value Per Share in accordance with the definition thereof by more than 0.30x, the Lead Investor may request, upon written notice (a "**Disputed Valuation Notice**") delivered to the Parent within 10 Business Days of the relevant Pre-IPO Valuation Notification, a valuation of the Parent Common Shares in accordance with Clause 4 and Clause 5 hereof (a "**Disputed Valuation**"). If no Disputed Valuation Notice has been delivered to the Parent within 10 Business Days of the delivery of a Pre-IPO Valuation Notification, or the Lead Investor has given notice to the Parent that it will not dispute the Pre-IPO Valuation Notification, the Baseline Value Per Share as set out in the Pre-IPO Valuation Notification shall be the Baseline Value Per Share to be used in respect of the Share Issuance Event for which the Pre-IPO Valuation Notification was delivered.

4.2 For the avoidance of doubt, the Baseline Value Per Share set forth in an Election Notice delivered in respect of a Share Issuance Event which will occur at a time when the Parent Common Shares are traded or quoted on a Trading Market shall not be subject to dispute pursuant to Clause 4.1, Clause 5 or any other Clause of this Agreement.

5. THIRD PARTY VALUATION

5.1 If, in accordance with Clause 4.1 above, a Disputed Valuation Notice is given to the Parent:

(a) the Parties shall comply with their obligations set out in Clause 3.1 and/or Clause 6.1 (as applicable) with respect to the number of Issuable Shares to be allotted and issued and/or the Cash Settlement Amount to be paid (as applicable) to each Creditor as determined with respect to the Baseline Value Per Share set out in the Pre-IPO Valuation Notification;

(b) within 5 Business Days (or such other period as the Parent and the Lead Investor may agree in writing) of delivery of the Disputed Valuation Notice:

(i) the Parent shall retain an independent reputable valuation or accounting firm for the purposes of valuing the Parent Common Shares as of the date of the relevant Share Issuance Event (the "**Parent Valuer**"), and shall give notice to the Lead Investor confirming the identity of the valuation or accounting firm so appointed (the "**Parent Notification**"); and

(ii) the Lead Investor shall retain an independent reputable valuation or accounting firm for the purposes of valuing the Parent Common Shares as of the date of the relevant Share Issuance Event (the "**Creditor Valuer**"), and shall give notice to the Parent confirming the identity of the valuation or accounting firm so appointed (the "**Creditor Notification**");

(c) within 10 Business Days of the later of (i) the delivery of the Parent Notification; and (ii) the delivery of the Creditor Notification, the Parent and the Lead Investor shall use their respective reasonable endeavours to procure that the Creditor Valuer and the Parent Valuer agree a good faith valuation of the Parent Common Shares as of the date of the relevant Share Issuance Event;

(d) if the Creditor Valuer and the Parent Valuer are unable to agree on a good faith valuation of the Parent Common Shares within the period set out in Clause 5.1(c) above, the Parent and the Lead Investor shall agree upon a reputable valuation or accounting firm, provided that, unless mutually agreed by the Parent and the Lead Investor, such firm shall not be the same firm as either of the Parent Valuer or the Creditor Valuer, to be appointed by the Parent (the "**Joint Valuer**") to determine the valuation of the Parent Common Shares as of the date of the relevant Share Issuance Event;

(e) the Parent and the Lead Investor shall cooperate in good faith in doing everything reasonably necessary to procure the effective appointment of the Joint Valuer. If the Parent and the Lead Investor fail to appoint the Joint Valuer within 5 Business Days of being required to do so in accordance with Clause 5.1(d) above, the Parent and the Lead Investor shall jointly select a firm, provided that such firm shall not be the same firm as either of the Parent Valuer or the Creditor Valuer, by taking turns (with the Lead Investor commencing the elimination) to eliminate one firm each from the list set out in Schedule 1 until one firm remains on the list (such remaining firm, the "**Selected Valuer**"), and such firm shall be appointed by the Parent to conduct the valuation of the Parent Common Shares as of the date of the Share Issuance Event;

(f) within 10 Business Days of the appointment of the Joint Valuer or the Selected Valuer (as applicable), the Parent shall use reasonable endeavours to procure that the Joint Valuer or the Selected Valuer (as applicable) delivers to the Parent and the Lead Investor the valuation of the Parent Common Shares;

(g) any valuation of the Parent Common Shares agreed by the Creditor Valuer and the Parent Valuer in accordance with Clause 5.1(c) above, or determined by the Joint Valuer or the Selected Valuer (as applicable) in accordance with Clause 5.1(f) above, shall (subject to the remainder of this Clause 5.1(g)) be the "**Appraised Value Per Share**", and such Appraised Value Per Share shall be (in the absence of fraud or manifest error) final and binding on the Parent, the Lead Investor and the Creditors, provided that in the event of manifest error the relevant matter shall be referred back to the Creditor Valuer and the Parent Valuer or the Joint Valuer or the Selected Valuer (as applicable), to rectify such error and make a

determination which is free of such error and in accordance with this Clause 5.1, and such rectified determination shall be the "**Appraised Value Per Share**"; and

(h) the Parent shall, and shall procure that each member of its Group shall, provide the Parent Valuer, the Creditor Valuer, the Joint Valuer or the Selected Valuer (as applicable) promptly with access to and copies of:

(i) documents, files, books and records of account and related documents; and

(ii) any valuation and/or valuation assessment undertaken by the Parent or any member of its Group, or any advisor on behalf of the Parent or any member of its Group, in connection with or related to any possible IPO or De-SPAC (each such term as defined in the Shareholders Agreement) prepared in the 6 months prior to the Disputed Valuation Notice,

in each case howsoever stored (including electronically) and which they reasonably require, excluding:

(iii) materials which are subject to legal professional privilege;

(iv) materials which are subject to confidentiality obligations preventing disclosure to the Parent Valuer, the Creditor Valuer, the Joint Valuer or the Selected Valuer (as applicable) on the part of the Parent or any member of its Group; and

(v) material which the Parent or any member of its Group is prevented from providing by law,

and the Parent Valuer, the Creditor Valuer, the Joint Valuer or the Selected Valuer (as applicable) shall be entitled (to the extent they consider it appropriate) to base their determination on such information and on the accounting and other records of the Group, provided that the Parent Valuer, the Creditor Valuer, the Joint Valuer and/or the Selected Valuer (as applicable) shall not be entitled to share any information with the Administrative Agent, the Trustee or any Creditor (including the Lead Investor) which the Parent reasonably determines is commercially sensitive or the disclosure of which the Parent reasonably determines would materially prejudice the interests of the Parent or any member of the Group.

5.2 In conducting any valuation pursuant to Clause 5.1, the Parent Valuer, the Creditor Valuer, the Joint Valuer and the Selected Valuer (as applicable) shall determine the value of the Parent Common Shares as of the date of the relevant Share Issuance Event:

(a) on the basis of an arm's length sale as between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction;

(b) having regard to the rights and restrictions attached to the Parent Common Shares in respect of income and capital but disregarding any restrictions as to transfer;

(c) assuming that the Group will continue carrying on a business as a going concern;

(d) taking full account of the fully diluted equity share capital, loan capital and debt structure of the Parent and the Group; and

(e) through the application in all other respects of principles and practices consistent with those customarily applied in the audited accounts of the previous two financial years of the Parent and the Group.

5.3 The Parent and the Lead Investor shall each use their respective commercially reasonable efforts to complete the processes set out in Clause 5.1 within 30 Business Days of the Share Issuance Event giving rise to such Disputed Valuation.

5.4 If the number of Parent Common Shares allotted and issued to the Creditors on the relevant Settlement Date in respect of a Share Issuance Event to which a Disputed Valuation Notice relates is less than the number of Parent Common Shares which would have been issued to the Creditors on such Settlement Date if such number of Parent Common Shares were calculated using the relevant Appraised Value Per Share determined in accordance with Clause 5.1 (an "**Additional Share Issuance Event**" and such shortfall in the number of Parent Common Shares, being the "**Additional Shares**"), then:

(a) the Parent shall, subject to and conditional on Clause 2.6, on (or, in the case of Clause 5.4(a)(iii) only, as soon as reasonably practicable following) the day falling 10 Business Days (or such later date as the Lead Investor may agree) after the determination of the Appraised Value Per Share in accordance with Clause 5.1:

(i) allot and issue to each Person who was a Lender and/or holder of 2029 Notes (or, in either case, Nominees thereof) as of the date of the applicable Share Issuance Event (subject to Clause 2.5) such number of Parent Common Shares equal to the relevant Creditor's Pro Rata Share of the Additional Shares to be issued upon such Additional Share Issuance Event, in each case free and clear of all Encumbrances (other than Encumbrances set out in this Agreement, the Articles, the Shareholders Agreement, the Abra Senior Secured Term Loan Agreement and the Abra Senior Secured 2029 Notes Indenture);

(ii) enter each relevant Creditor's name in the register of members of the Parent in respect of such Creditor's relevant Additional Shares; and

(iii) deliver to each relevant Creditor a share certificate in respect of such Creditor's Additional Shares (unless (1) the Parent is permitted pursuant to the Articles and applicable law to issue Parent Common Shares in book-entry form and (2) the Parent determines, in its sole discretion, to issue such Creditor's Additional Shares in book-entry form);

(b) the Parent shall deliver to the Lead Investor a copy of the duly executed minutes of a meeting of the Board of Directors (or a duly authorised committee thereof) of the Parent (or written resolutions of the Board of Directors (or a duly authorised committee thereof) of the Parent) pursuant to which the Parent approves (in each case subject to and conditional on the relevant Creditor delivering a Subscription Confirmation in respect of their relevant Additional Shares and, if the Creditor has

not previously adhered to the Shareholders Agreement, a duly executed Shareholders Agreement Joinder to the Parent):

(i) the issue and allotment of the relevant Additional Shares on the relevant Additional Share Issuance Event to the relevant Creditors, such Additional Shares to be credited as fully paid in consideration of each Creditor's (as at the date of this Agreement) entry into the Abra Senior Secured Facility Agreements and the Creditors making the Loans available to and purchasing 2029 Notes from the Borrower;

(ii) the entry of each Creditor's name in the register of members of the Parent in respect of its Additional Shares upon the occurrence of the relevant Additional Share Issuance Event;

(iii) the execution and delivery by the Parent to each Creditor of a share certificate for its Additional Shares (unless (1) the Parent is permitted pursuant to the Articles and applicable law to issue Parent Common Shares in book-entry form and (2) the Parent determines, in its sole discretion, to issue such Creditor's Additional Shares in book-entry form); and

(iv) such other resolutions as may be required to carry out the obligations of the Parent under this Agreement.

5.5 The Parent shall be responsible for all fees and expenses of the Parent Valuer, the Creditor Valuer, the Joint Valuer and the Selected Valuer retained pursuant to this Clause 5, provided that if the Baseline Value Per Share as set out in the relevant Pre-IPO Valuation Notification is equal to or exceeds the Appraised Value Per Share, then the Lead Investor shall be responsible for all fees and expenses of the Parent Valuer, the Creditor Valuer, the Joint Valuer and the Selected Valuer retained pursuant to this Clause 5 (and the Lead Investor shall be entitled to reimbursement from each Creditor of the relevant Creditor's Pro Rata Share of such fees and expenses).

6. CASH SETTLEMENT

6.1 On the Settlement Date in respect of any Share Issuance Event or Event of Default Issuance Event, the Parent shall pay by electronic funds transfer in immediately available funds to:

(a) the Administrative Agent, for the ratable benefit of, and for disbursement to, the Lenders (subject to Clause 2.5) an amount equal to the Loan Cash Settlement Amount, and

(b) the Trustee, for the ratable benefit of, and for disbursement to, the 2029 Noteholders (subject to Clause 2.5) an amount equal to the Notes Cash Settlement Amount.

7. ADJUSTMENT OF CREDITOR ORDINARY SHARES

7.1 Subject to Clause 7.3 and other than in in connection with a Merger Event, as to which Clause 8 will apply, if, at any time following the date of this Agreement, the Parent:

(a) allots and issues any Shares (including to any Related Party, as such term is defined in the Shareholders Agreement) for less than Fair Market Value (an "**Adjustment Issuance**");

(b) allots and issues any Shares in connection with the exchange of up to $72,670,091 in principal amount in excess of $514,229,671 in principal amount of Abra Senior Secured Exchangeable Notes (an "**SSEN Issuance**"), and/or

(c) effects any stock split (including reverse stock split) or other stock sub-division, consolidation, combination or similar reclassification of Shares into a different number of Shares (an "**Adjustment Reorganisation**"),

then the Parent shall adjust the number of Creditor Ordinary Shares (any such adjustment, "**Adjustment**") in accordance with this Clause 7, conditional on the occurrence of the relevant Adjustment Issuance, SSEN Issuance or Adjustment Reorganisation.

7.2 In the event of an Adjustment Reorganisation, the Parent shall adjust the number of Creditor Ordinary Shares, so that, after the relevant Adjustment, the total number of Creditor Ordinary Shares will carry as nearly as possible but not less than (subject to rounding);

(a) the same proportion (expressed as a percentage of the total number of votes exercisable on a poll in respect of all Parent Common Shares) of the votes of the Parent; and

(b) the same entitlement to participate (expressed as a percentage of the total entitlement conferred by all the Shares) in the profits and assets of the Parent,

as the total number of Creditor Ordinary Shares would have carried had they all been issued and had there been no such Adjustment Reorganisation giving rise to such Adjustment.

7.3 The Adjustment in respect of an Adjustment Issuance shall be calculated by Parent acting reasonably and in good faith as follows:

$$X = A\,x\left(\frac{(A+B+C+D)}{(A+B+C+E)}\right)$$

Where:

X = the total number of Creditor Ordinary Shares following the relevant Adjustment Issuance, rounded to the nearest whole number of Parent Common Shares.

A = the number of Creditor Ordinary Shares immediately prior to the relevant Adjustment Issuance.

B = the total number of Parent Common Shares outstanding (exclusive of any treasury shares) immediately prior to the relevant Adjustment Issuance.

C = the total number of Parent Common Shares into which any outstanding securities convertible into or exchangeable or exercisable for Parent Common Shares would be

converted all such securities were converted, exchanged or exercised immediately prior to the relevant Adjustment Issuance.

D = the number of Parent Common Shares issued in the relevant Adjustment Issuance.

E = the number of Parent Common Shares which the aggregate consideration received by the Parent in the Adjustment Issuance would purchase if such Parent Common Shares were sold at such Fair Market Value.

7.4 The Adjustment in respect of an SSEN Issuance shall be calculated by Parent acting reasonably and in good faith as follows:

$$X = A\,x\left(\frac{(A+B+C+F)}{(A+B+C)}\right)$$

Where:

X = the total number of Creditor Ordinary Shares following the relevant SSEN Issuance, rounded to the nearest whole number of Parent Common Shares.

A = the number of Creditor Ordinary Shares immediately prior to the relevant SSEN Issuance.

B = the total number of Parent Common Shares outstanding (exclusive of any treasury shares) immediately prior to the relevant SSEN Issuance.

C = the total number of Parent Common Shares into which any outstanding securities convertible or exchangeable into or exercisable Parent Common Shares would be converted all such securities were converted, exchanged or exercised immediately prior to the relevant SSEN Issuance.

F = the number of Parent Common Shares issued in the SSEN Issuance.

7.5 For the purposes of Clause 7, an Adjustment Issuance and an Adjustment Reorganisation shall not include the issuance of Parent Common Shares:

(a) in connection with (i) the exercise of any option to acquire Parent Common Shares or (ii) the conversion or exchange of any securities or debt convertible into or exchangeable for Parent Common Shares (other than a SSEN Issuance), in each case, either (x) outstanding as of the date of this Agreement and notified to the Lead Investor (including in any Loan Document, or the schedules thereto); or (y) where the exercise, conversion or exchange price, as applicable, is not less than Fair Market Value at the time such option, security or debt is issued;

(b) pursuant to or in connection with a Qualified IPO;

(c) to any of the Creditors or Pre-Emption Investors in connection with a Share Issuance Event, Adjustment Issuance, Event of Default Issuance Event or otherwise in accordance with the terms of this Agreement;

(d) pursuant to the Parent's management incentive plan or other equity compensation scheme as in place from time to time;

(e) as consideration for the bona fide acquisition of any business or asset;

(f) to banks, financial institutions or other persons pursuant or relating to a debt financing transaction;

(g) to equipment lessors, real property lessors, financial or other persons pursuant or relating to a commercial leasing or real property leasing transaction;

(h) pursuant to a Merger Event; or

(i) with the prior written consent of either (x) the Lead Investor, or (y) Creditors having or holding more than 50% of the aggregate outstanding Principal.

7.6 The Parent shall send the Administrative Agent and Trustee notice of any Adjustment made pursuant this Clause 7 as soon as reasonably practicable following the relevant resolution of the Board of Directors of the Parent (or a duly appointed committee thereof) giving effect to or sanctioning the relevant Adjustment in respect of an Adjustment Issuance, SSEN Issuance or Adjustment Reorganisation.

8. PARENT MERGER EVENTS

8.1 A "**Merger Event**" shall mean:

(a) any recapitalization, reclassification, variation or modification of the Parent Common Shares (other than a change to nominal value or changes resulting from a subdivision or combination),

(b) any consolidation, merger, amalgamation, combination or similar transaction involving the Parent,

(c) any sale, lease or other transfer to a third party of the consolidated assets of the Parent and the Parent's subsidiaries substantially as an entirety; or

(d) any statutory share-for-share exchange, including under Part 26 of the UK Companies Act 2006,

in each case, (i) that is not a Change of Control and, (ii) that is not a Qualified IPO.

8.2 Subject to Clause 8.4 and without prejudice to Clause 8.5, on and after the effective time of a Merger Event, the right of the Creditors to be allotted and issued the Creditor Ordinary Shares pursuant to this Agreement shall be converted, with effect from the effective time of such Merger Event, into the right to receive the equivalent amount and form of consideration that a holder of a number of Parent Common Shares equal to the number of Creditor Ordinary Shares outstanding immediately prior to such Merger Event would have been entitled to receive pursuant to the terms of the Merger Event (the "**Reference Property**", with each "**unit of Reference Property**" meaning the amount and form of Reference

Property that a holder of one Parent Common Share is entitled to receive), in each case, subject to the provisions of this Agreement.

8.3 Subject to Clause 8.4, in relation to such Merger Event, the Parent:

(a) five Business Days prior to the effective time of such Merger Event, shall deliver to the Parties (excluding the Parent), a proposed form of amendment to this Agreement providing for such conversion and other conforming and technical changes reasonably necessary in connection therewith (including, if applicable, to give effect to Clause 8.5), provided that such amendment shall give effect to the principle that the number of Creditor Ordinary Shares available to be allotted and issued to Creditors shall be determined and calculated by reference to the Benchmark Value;

(b) shall have regard, in good faith, to reasonable comments made in a timely manner (and in any event prior to the effective time of such Merger Event) by the Lead Investor on such draft form of amendment to this Agreement;

(c) on or immediately after the effective time of the Merger Event, shall, and shall procure that its successor and/or the relevant purchasing Person of Parent Common Shares (as the case may be) pursuant to the Merger Event, execute and deliver to the Parties (excluding the Parent), the final form of amendment to this Agreement (incorporating the reasonable comments received from the Lead Investor in accordance with (b) above that the Parent has acting reasonably and in good faith determined to accept in accordance with clause (b)); and

(d) following the execution and delivery of an amendment to this Agreement pursuant to (c) above, shall promptly provide the other Parties with a certificate briefly stating the reasons therefor and the form or amount of cash, securities or property or asset that will comprise a unit of Reference Property after any such Merger Event, and any adjustments to be made to this Agreement with respect thereto.

8.4 If, as a result of a Merger Event, the Creditors, if they were holders of Parent Common Shares at the time of the Merger Event would, in respect of such Parent Common Shares, be entitled to convert them into, or exchange them entirely for cash (including cash equivalents), rights to cash payments and/or other property or assets but excluding stock or other securities ("**Cash Consideration**"), then the right of the Creditors to Creditor Ordinary Shares in accordance with this Agreement shall terminate in all respects with effect from the effective time of such Merger Event. Notwithstanding the foregoing, if (a) a Relevant Event occurs on or prior to the effective time of the relevant Merger Event, or (b) an Event of Default under the Abra Senior Secured Facility Agreements has occurred and is continuing or would occur as a consequence of the Merger Event, on or from the effective time of the relevant Merger Event, the right of the Creditors to receive the applicable Cash Portion and/or the applicable Equity Portion in respect of such Relevant Event (which, for the purpose of this Clause 8.4, shall be deemed to include (b) above) shall continue, and the Parent shall procure that the Creditors receive the Cash Consideration in respect of the applicable Equity Portion to which they would have been entitled had they held the Parent

Common Shares comprising such Equity Portion as of immediately prior to the effective time of such Merger Event.

8.5 If, as a result of a Merger Event, the Creditors, if they were holders of Parent Common Shares at the time of the Merger Event would, in respect of such Parent Common Shares, be entitled to convert them into, or exchange them, all or in part for stock or other securities ("**Securities Consideration**"), then the Parent (or such third party purchaser, as applicable) shall be entitled, at their sole discretion, to elect to satisfy its obligation to issue Parent Common Shares (or, pursuant to the Parent's rights set forth herein, elect to satisfy such obligations by making payments in cash) (or the equivalent thereof following an amendment to this Agreement pursuant to Clause 8.3) to the Creditors by paying to each Creditor an amount in cash in lieu of the Parent Common Shares (or equivalent thereof), such cash amount being an amount equal to the fair market value (as determined by the Parent, acting reasonably and in good faith) of the Securities Consideration (or portion thereof) in respect of which such election is made, that a holder of the equivalent number of Parent Common Shares to which each relevant Creditor would have been entitled had such Creditor owned its Pro Rata Share of the Creditor Ordinary Shares immediately prior to the effective time of the relevant Merger Event.

8.6 If the Merger Event causes the Parent Common Shares to be converted into, or exchanged for, the right to receive more than a single type of consideration, then:

(a) the Reference Property into which the Creditor Ordinary Shares are to be converted shall be deemed to be the weighted average of the amounts by type of consideration received by the holders of Parent Common Shares;

(b) the unit of Reference Property shall refer to the consideration referred to in (a) above attributable to one Parent Common Share; and

(c) the Parent shall notify the other parties to this Agreement in writing of such weighted average promptly following such determination.

8.7 The above provisions of this Section shall similarly apply to successive Merger Events.

9. UNDERTAKINGS OF THE PARENT

9.1 The Parent undertakes that, subject to applicable law, from the date of this Agreement until the earlier of (a) the Termination Date; and (b) the Final Maturity Date,

(a) it shall:

(i) ensure that it has available for issue and free from pre-emptive rights (other than those pursuant to clause 19 of the Shareholders Agreement), sufficient authorised but unissued share capital to satisfy in full its obligations under this Agreement to allot and issue the Creditor Ordinary Shares; and

(ii) maintain sufficient authority to issue a sufficient number of Creditor Ordinary Shares to satisfy in full its obligations hereunder without the need to obtain the consent of any shareholders of the Parent (or any class of them)

or any other third party (other than pursuant to clause 19 of the Shareholders Agreement); and

(b) it shall not, except with the prior written consent of the Requisite Creditors:

(i) modify the rights attached to Parent Common Shares in the Articles in a manner that is disproportionately adverse to the Creditors (in their capacities as prospective holders of Parent Common Shares); and

(ii) implement any transaction in a manner which is designed to circumvent the rights of the Creditors to receive Parent Common Shares pursuant to the terms of this Agreement, it being understood that nothing in this Clause 9.1(b)(ii) shall restrict the Company from taking any action it is required to take pursuant to the terms of the Articles or the Shareholders Agreement or applicable law.

10. WARRANTIES OF THE PARTIES

10.1 Each Party warrants to the other Parties that, as at the date of this Agreement:

(a) it is a company duly organized and is validly existing under the laws of its jurisdiction of incorporation;

(b) it has the power and authority to enter into and perform its obligations under this Agreement;

(c) this Agreement constitutes or will, when executed, constitute legally valid and binding obligations on itself; and

(d) the execution and delivery of this Agreement by it and the performance of and compliance with its terms and provisions will not conflict with or result in a breach of, or constitute a default under, any provision of:

(i) that Party's memorandum or articles of association (or equivalent document(s)); or

(ii) any order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which it is bound or to which it submits.

10.2 The Parent warrants to the Lead Investor, the Administrative Agent and the Trustee on each Settlement Date and the date of each Additional Share Issuance Event:

(a) it has all necessary consents, licences, authorisations and approvals in connection with the performance of its obligations in respect of such Share Issuance Event (or Additional Share Issuance Event, where applicable) (other than, subject to Clause 2.4, as required pursuant to clause 19.1 of the Shareholders Agreement); and

(b) the Share Issuance Event Shares allotted and issued on such Settlement Date or date of such Additional Share Issuance Event (as applicable) are properly allotted and issued and are free of all Encumbrances (other than Encumbrances set out in

this Agreement, the Articles, the Shareholders Agreement and the Abra Senior Secured Term Loan Agreement).

11. DEFAULT

11.1 The Parties hereby acknowledge and agree that the failure of the Parent to comply:

(a) in all material respects with its obligations set out in Clauses 2.1, 3.1(a)(ii), 3.3(b), 5.4(a)(ii), 7.1 and 9.1(b); and/or

(b) with its obligations set out in Clauses 2.5(a), 2.5(b), 3.1(a)(i), 3.3(a), 5.4(a)(i) and 6.1 of this Agreement,

in each case, unless such breach is remedied if capable of remedy to the satisfaction of the Lead Investor (acting reasonably and in good faith) within three Business Days, shall constitute an 'Event of Default' for the purposes of the applicable Abra Senior Secured Facility Agreement.

11.2 The failure to comply with any provision of this Agreement due to mechanical or administrative difficulties outside of the reasonable control of Parent (including with respect to any actions to be taken involving the Administrative Agent or the Trustee) shall not constitute or give rise to a breach by the Parent of its obligations hereunder so long as the Parent is using all reasonable endeavours to resolve such mechanical or administrative difficulties as promptly as practicable in consultation with Lead Investor.

12. LOAN DOCUMENT AND NOTES DOCUMENTS

12.1 The Parties hereby acknowledge and agree that this Agreement:

(a) constitutes a "Loan Document" for the purposes of the Abra Senior Secured Term Loan Agreement; and

(b) constitutes a "Notes Document" for the purposes of the Abra Senior Secured 2029 Notes Indenture.

13. ASSIGNMENT

13.1 No Party shall be entitled to assign the benefit or burden of any provision of this Agreement without, in the case of the Administrative Agent, the Trustee or the Lead Investor, the Parent's prior written consent or, in the case of the Parent, the Lead Investor's prior written consent.

14. THIRD PARTY RIGHTS

14.1 The Parent agrees that the Administrative Agent (in the case of the Lenders) and the Trustee (in the case of the 2029 Noteholders) shall be entitled to enforce the rights of the Creditors under this Agreement for the benefit of the Creditors.

14.2 The Parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this

Agreement. This Agreement may be rescinded or varied in any way and at any time by the Parties without the consent of any person who is not a party to this Agreement.

15. VARIATION OF RIGHTS

15.1 No provision of this Agreement may be altered or abrogated except:

(a) in accordance with the provisions of the Abra Senior Secured Term Loan Agreement and the Abra Senior Secured 2029 Notes Indenture related to the alteration or abrogation of the Loan Documents and the Notes Documents;

(b) by the Parent in accordance with Clause 8.3(c), provided that the Parent shall not be entitled to alter or abrogate the terms of Clause 8 (as at the date this Agreement was originally entered into) except in accordance with Clause 15.1(a) above.

16. NO WAIVER

16.1 No failure or delay by any Party or time or indulgence given in exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.

16.2 No waiver by any Party of any requirement of this Agreement, or of any remedy or right under this Agreement, shall have effect unless given in writing by such Party. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.

16.3 Any waiver, release or compromise or any other arrangement of any kind whatsoever which a Party gives or enters into with any other party in connection with this Agreement shall not affect any right or remedy of any Party as regards any other parties or the liabilities of any other such Parties under or in relation to this Agreement.

17. NOTICES

17.1 Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each a "**Notice**" for the purposes of this Clause 17) shall be in writing.

17.2 Service of a Notice must be effected by one of the following methods:

(a) by hand to the relevant address set out in Clause 17.3 and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;

(b) by prepaid first-class post to relevant address set out in Clause 17.3 and shall be deemed served at the start of the second Business Day after the date of posting;

(c) by internationally recognized courier to the relevant address set out in Clause 17.3 and shall be deemed served at the start of the fourth Business Day after the date of posting; or

(d) by email to the relevant email address set out in Clause 17.3 and shall be deemed served at time of sending, *provided that* receipt shall not be deemed to have occurred if the sender receives an automated message indicating that the message has not been delivered to the recipient.

17.3 The addresses for the purpose of Clause 17.2 shall be:

Party	Address	For the attention of	Email address
Parent	Abra Group Limited, 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT with a copy (which shall not constitute notice) to: Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019 Attention: Benjamin S. Arfa	Marcia Soto	marcia.sato@abragroup.net with a copy (which shall not constitute notice) to BSArfa@wlrk.com
Lead Investor	AG Doradus LP c/o Castlelake, L.P. 250 Nicollet Mall, Suite 900 Minneapolis, MN 55401 with a copy (which shall not constitute notice) to: Skadden, Arps, Slate, Meagher & Flom LLP 320 S. Canal St Chicago, IL 60606 Attention: James J. Mazza, Jr. Alejandro Gonzalez-Lazzeri, Jose Nicolas Perez-Sierra, Robert E. Fitzgerald	Legal Counsel	notices@castlelake.com with a copy (which shall not constitute notice) to James.Mazza@Skadden.com; Alejandro.Gonzalez.Lazzeri@skadden.com; Nicolas.Perez@skadden.com; Robert.Fitzgerald@skadden.com
Administrative Agent	UMB Bank, National Association 6440 S. Millrock Drive, STE 400	DeAnn Madsen with a copy (which shall	deann.madsen@umb.com; corptrustutah@umb.com with a copy (which shall not constitute notice) to:

	Salt Late City, UT 84121	not constitute notice) to:	jay.smith@umb.com
	with a copy (which shall not constitute notice) to: UMB Bank, National Association, as Administrative Agent 6440 S Millrock Drive Suite 400, Salt Lake City, UT 84121	Administrator, Abra Global Finance – Jay Smith	
Trustee	UMB Bank, National Association, as Trustee 120 Sixth Street South, Suite 1400 Minneapolis, MN 55402	Administrator, Abra Global Finance – Jay Smith	jay.smith@umb.com

17.4 In Clause 17.2 above "during a Business Day" means any time between 9:30 a.m. and 5:30 p.m. (London time) on a Business Day. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.

17.5 A Party may change its address set out in Clause 17.3 provided that it gives the other Parties not less than five days' prior notice. Until the end of such notice period, service on either address shall remain effective.

18. **AGENT FOR SERVICE**

18.1 Each Party listed below (each an "**Appointing Party**") irrevocably appoints the person set out opposite its name below to be its agent for the receipt of Service Documents:

Party	Agent	Address
Lead Investor	Castlelake Holdings (UK) Limited	15 Sackville Street, London, W1S 3DJ

18.2 Each Appointing Party agrees that any claim form, application notice, order, judgment or other document relating to any Proceedings ("**Service Document**") may be effectively served on it in connection with Proceedings in England and Wales by service on its respective agent effected in any manner permitted by the Civil Procedure Rules.

18.3 If the agent appointed by an Appointing Party at any time ceases for any reason to act as such, the Appointing Party shall appoint a replacement agent having an address for service

in England or Wales and shall notify the other Parties of the name and address of the replacement agent. Failing such appointment and notification, the Parent shall be entitled by notice to the relevant Appointing Party to appoint a replacement agent to act on behalf of such Appointing Party. The provisions of this Clause 18 applying to service on an agent apply equally to service on a replacement agent.

18.4 A copy of any Service Document served on an agent shall be sent by post to the relevant Appointing Party. Failure or delay in so doing shall not prejudice the effectiveness of service of the Service Document.

19. INVALIDITY

19.1 If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable, the legality, validity and enforceability of the rest of this Agreement shall not be affected. In particular, if any provision of this Agreement incorporates or refers to provisions in a Schedule to this Agreement, then this Agreement is to be construed so as to create separate provisions in respect of each of the individual provisions set out in that Schedule, and if one of those provisions shall be held to be illegal, void, invalid or unenforceable, then the legality, validity and enforceability of the rest of those provisions shall not be affected.

20. COUNTERPARTS

20.1 This Agreement may be executed as two or more counterparts and execution by each of the parties of any one of such counterparts will constitute due execution of this Agreement. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement and the rights and obligations of the parties, including the validity and enforceability of this Agreement, the capacity of the parties and all non-contractual obligations arising under or in connection with this Agreement, shall be governed by and construed in accordance with the laws of England and Wales.

21.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement, and/or any non-contractual obligations arising in connection with this Agreement.

21.3 The rights, protections and indemnities afforded to the Administrative Agent and the Trustee under the Abra Senior Secured Term Loan Agreement and Abra Senior Secured 2029 Notes Indenture, respectively, shall apply to the Administrative Agent and Trustee hereunder.

[*Signature pages follow*]

IN WITNESS of which this Agreement has been executed as a deed and delivered on the date which appears first on page 1.

EXECUTED as a **DEED** by **ABRA GROUP LIMITED**

Firmado por: Jorge Marin 8AA081AFB2DC408...

acting by: Jorge Marin

Title: Group Financial Controller

in the presence of:

Signed by: 7C856ECB100C433...

Signature of Witness:

Witness Name: Marcia Sato

Witness Address: Av. Roque Petroni Jr. 630, apt 93

Sao Paulo SP

Witness Occupation: 04707-000

EXECUTED as a DEED by AG DORADUS LP

By: AG Naledi GP LP, its general partner

acting by:

Kelli Sallmi

Name: Kelli Sallmi

Title: Vice President

As Trustee

EXECUTED as a **DEED** by **UMB BANK, NATIONAL ASSOCIATION**

acting by: Jay Smith

DocuSigned by:
Jay Smith
9F2EC129E874405...

Title: Vice president

As Administrative Agent

EXECUTED as a **DEED** by **UMB BANK, NATIONAL ASSOCIATION**

acting by: DeAnn Madsen

DocuSigned by:
DeAnn Madsen
D84DDA064E85479...

Title: Senior Vice President

SCHEDULE 1

VALUATION FIRMS

1. Deloitte LLP
2. Ernst & Young U.S. LLP
3. Kroll Inc.
4. PricewaterhouseCoopers International Limited

SCHEDULE 2
BENCHMARK VALUE

Whole Calendar Months after Closing Date	Creditor Shares Value ($ in Millions)
0-23	$0
24-26	$9.656
27-29	$36.276
30-32	$65.416
33-35	$96.888
36-38	$185.897
39-41	$221.925
42-44	$261.399
45-47	$303.461
48-50	$399.647
51-53	$447.156
54-56	$498.193
57-59	$553.111
60	$611.289

SCHEDULE 3
COMPARABLE COMPANIES

1. Azul Linhas Aéreas Brasileiras S.A.
2. Controladora Vuela Compañía de Aviación, S.A.B. de C.V. (branded as Volaris)
3. Compañía Panameña de Aviación, S.A. (branded as Copa Airlines)
4. LATAM Airlines Chile

SCHEDULE 4
SHAREHOLDERS AGREEMENT JOINDER

[see attached]

Deed of Adherence

This Deed is made on _____

Between:

(1) **Abra Group Limited**, a private limited company incorporated in England and Wales with registered number 13926427 and whose registered office is at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT (the "**Company**"); and

(2) **[*Name of Creditor*]**, of [*address of Creditor*] (the "**Subscriber**"),

and is Supplemental to an Amended and Restated Shareholders Agreement dated 28 November 2023 and made between, *inter alios*, (i) the Principal Investors, (ii) the Other Equity Holders and (iii) the Company (each as defined therein) as from time to time amended, varied, novated, supplemented or adhered to (the "**Principal Agreement**").

Whereas:

The Subscriber intends to subscribe and the Company intends to allot and issue to the Subscriber the Shares set out in the Schedule (the "**Designated Securities**"), subject to the Subscriber entering into this Deed in favour of (a) the original parties to the Principal Agreement and (b) any other person or persons who after the date of the Principal Agreement (and whether or not prior to or after the date of this Deed) adheres to the Principal Agreement (the "**Continuing Parties**").

It is agreed as follows:

Unless the context requires otherwise, words and expressions defined in the Principal Agreement shall have the same meaning when used in this Deed.

The Subscriber confirms that it has been supplied with a copy of the Principal Agreement. The Subscriber hereby undertakes to the Company and the Continuing Parties to comply with the provisions of, and to observe, perform and be bound by all the obligations of an Other Equity Holder in, the Principal Agreement after the date of this Deed and the Subscriber shall become a party to the Principal Agreement as if it were named in the Principal Agreement as an Other Equity Holder, holding the Designated Securities together with any additional Shares it may acquire or be issued from time to time, in addition to the Continuing Parties. The Subscriber agrees that the provisions of this Clause shall be binding on it irrespective of whether it holds the Designated Securities directly or via a nominee.

This Deed is made for the benefit of the Continuing Parties.

It is agreed that, save as hereby provided, all the provisions of the Principal Agreement shall remain in full force and effect.

For the purposes of Clause 43 (*Notices*) of the Principal Agreement the address and email address of the Subscriber is as set out in the Schedule.

[*Clause to be deleted for any UK Creditors:*] [For the purposes of Clause 45 (*Governing Law and Jurisdiction*) of the Principal Agreement the process agent of the Subscriber is as set out in the Schedule.]

The Subscriber warrants to each of the Continuing Parties that it has full power and authority and has obtained all necessary consents to enter into and perform the obligations expressed to be assumed by it under the Principal Agreement and this Deed, that the obligations expressed to be assumed by it under the Principal Agreement and this Deed are legal, valid and binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Deed will not:

result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutional documents; or

result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

This Deed and the rights and obligations of the parties, including the validity and enforceability of this Deed, the capacity of the parties and all non-contractual obligations arising under or in connection with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.

The provisions of Clause 45.2 (Governing Law and Jurisdiction) of the Principal Agreement shall apply to this Deed, the necessary changes being made.

This Deed has been duly executed and delivered as a deed on the date first stated above.

[*Specimen signature block for Creditor that is a UK company (amend/delete as appropriate):*]

Executed and **Delivered** as a)
Deed by [***Name of Creditor***]) _____
acting by _____,
a director, in the presence of:

Signature of Witness ……
Name of witness ……
Address of witness ……
……

[*Specimen block for Creditor that is a non-UK company (amend/delete as appropriate):*]

Executed and **Delivered** as a)
Deed by [***Name of Creditor***]) _____
acting by _____,
who, in accordance with the laws of the jurisdiction in which [***Name of Creditor***] is incorporated, is acting under the authority of [***Name of Creditor***]

Schedule to Deed of Adherence
Subscriber Details

Subscriber	[*Name of Creditor*]
Postal address	[*Address of Creditor*]
E-mail Address	[*Contact email address of Creditor*]
Shares	_____ Shares [*Number of Shares to be filled in when document is dated*]
[Process Agent]	[*Details be included for non-UK Creditors*]