Notice to Holders

September 27, 2024

Reference is made to that certain Indenture, dated as of March 2, 2023 (as in effect from time to time), by and among Abra Global Finance (the "Company"), the guarantor party thereto and UMB Bank, N.A., as successor trustee to The Bank of New York Mellon, relating to the Company's Senior Secured Notes due 2028 (the "SSNs"). On the date hereof the Company delivered (or caused to be delivered) to the Depository Trust Company the attached notice in respect of the SSNs.

* * *

NOTICE OF EXTENSION OF REDEMPTION DATE

relating to the previously submitted

CONDITIONAL NOTICE OF REDEMPTION BY

ABRA GLOBAL FINANCE

OF ALL OF ITS OUTSTANDING

SENIOR SECURED NOTES DUE 2028

(CUSIP NOS. G00912 AB4 AND 000852 AB9)*[*]

Reference is made to (i) that certain Indenture, dated as of March 2, 2023 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), by and among Abra Global Finance, as issuer (the "Company"), the guarantor party thereto, UMB Bank, N.A., as successor to The Bank of New York Mellon, as trustee (in such capacity, the "Trustee") and the other parties party thereto, relating to the Company's Senior Secured Notes due 2028 (the "Notes") and (ii) that certain Conditional Notice of Redemption delivered by the Company on August 19, 2024, attached hereto as Exhibit A (as modified by that certain Supplement to Conditional Notice of Redemption delivered by the Company on September 3, 2024, attached hereto as Exhibit B) (the "Conditional Notice of Redemption"), relating to the Company's planned redemption of the Notes, subject to the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition. Capitalized terms used in this notice and not otherwise defined herein shall have the same meaning as given in the Indenture or the Conditional Notice of Redemption, as applicable.

Pursuant to the terms of the Conditional Notice of Redemption and the Indenture, the Redemption is subject to the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, and in the Company's discretion, the Redemption Date may be delayed until such time as the Redemption Condition is satisfied (or waived by the Company in its sole discretion) (provided, however, that any redemption date shall not be less than 30 nor more than 60 Business Days after the date of the initial Conditional Notice of Redemption), or the Redemption may not occur and the Conditional Notice of Redemption may be rescinded in the event that the Redemption Condition shall not have been (or, in the Company's sole determination, may not be) satisfied (or waived by the Company in its sole discretion) by the Redemption Date, or by the Redemption Date as so delayed.

The Redemption Condition has not been satisfied (or waived) and the Redemption Condition will not be satisfied or waived on October 3, 2024. In accordance with the foregoing and in connection therewith, the Redemption Date shall be delayed until October 16, 2024, subject to the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition.

Pursuant to Section 16.01 and 16.02 of the Indenture, the Company hereby notifies you of the following information:

1. The redemption price for the Notes shall equal 100% of the principal amount of the Notes, plus the Applicable Premium as of August 19, 2024 as set forth in the immediately succeeding paragraph (the "Redemption Price"), plus accrued and unpaid interest to, but excluding, the Redemption Date.

[*] No representation is made as to the correctness or accuracy of any "CUSIP" and/or "ISIN" number printed on the Notes or contained in this notice. Such numbers are included solely for the convenience of the Holders.

2. As set forth in the Conditional Notice of Redemption, in accordance with the definition of "Applicable Premium" in the Indenture, the Company has designated an independent investment bank to calculate the Applicable Premium on behalf of the Company. Exhibit C sets for such Applicable Premium as calculated by Deutsche Bank Securities Inc. on behalf of the Company.

3. The total payment to Holders per $1,000 principal amount of Notes will be as follows:

Series	Redemption Price[(1)]	Accrued Interest from June 30, 2024 to, but excluding, the Redemption Date[(1)]	Total Redemption Payment Including Accrued Interest[(1)]
Senior Secured Notes due 2028	$1,051.05	$41.22	$1,092.27

[(1)] Per $1,000 principal amount of Notes. Subject to adjustment if the Redemption Date is further delayed as provided herein.

4. The Redemption Price and the total payment to Holders per $1,000 principal amount of Notes will be as set forth above and not as set forth in the Conditional Notice of Redemption.

5. Following the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, Notes are to be presented and surrendered for payment of the Redemption Price at the following address:

If By Registered & Certified Mail:	**If By Regular Mail or Courier:**	**If By In Person by Hand Only:**
120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402

If you mail your Notes, we recommend that for your own protection you use registered mail, return receipt requested. Insofar as the Notes are in global form and held through The Depository Trust Company ("DTC"), beneficial interests in the Notes will be selected for redemption by DTC in accordance with its customary procedures. Notes held through DTC should be presented and surrendered for redemption in accordance with DTC's procedures therefor.

Under U.S. federal income tax law, backup withholding (currently at a rate of 24%) may apply to payments made to Holders of the Notes, unless (i) in the case of a Holder that is a beneficial owner of Notes and that is a United States person (as determined for U.S. federal income tax purposes), the applicable withholding agent has timely received a properly completed Internal Revenue Service ("IRS") Form W-9 setting forth the Holder's correct taxpayer identification number and certifying, among other things, that such Holder is not subject to backup withholding, or (ii) the Holder otherwise establishes an exemption from backup withholding. A Holder that is a beneficial owner of Notes and that is not a United States person (as determined for U.S. federal income tax purposes) generally may establish an exemption from backup withholding by timely providing the applicable withholding agent with a properly completed IRS Form W-8BEN, Form W-8BEN-E or other appropriate Form W-8, as applicable, signed under penalties of perjury, upon which such Holder certifies its foreign status.

Other than as set forth above, the terms of the Conditional Notice of Redemption remain the same.

September 27, 2024

Exhibit A

Conditional Redemption Notice

CONDITIONAL NOTICE OF REDEMPTION BY

ABRA GLOBAL FINANCE

OF ALL OF ITS OUTSTANDING

SENIOR SECURED NOTES DUE 2028

(CUSIP NOS. G00912 AB4 AND 000852 AB9)[*]

Reference is made to that certain Indenture, dated as of March 2, 2023 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), by and among Abra Global Finance, as issuer (the "Company"), the guarantor party thereto, UMB Bank, N.A., as successor to The Bank of New York Mellon, as trustee (in such capacity, the "Trustee") and the other parties party thereto, relating to the Company's Senior Secured Notes due 2028 (the "Notes"). Capitalized terms used in this notice and not otherwise defined herein shall have the same meaning as given in the Indenture.

Pursuant to Section 16.01 and 16.02 of the Indenture, the Company hereby notifies you of the redemption of the Notes and the following information:

1. The Company has elected to exercise its right under Sections 16.01 and 16.02 of the Indenture to redeem, subject to and conditional upon the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition (as defined below), 100% of the outstanding aggregate principal amount of the Notes (the "Redemption"). This optional Redemption is of the type described in and is made in accordance with Section 16.01(b) of the Indenture.

2. The Company hereby gives notice that the redemption of the Notes will occur, subject to and conditional upon the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, on October 3, 2024 (the "Redemption Date").

3. The redemption price for the Notes shall equal 100% of the principal amount of the Notes, plus the Applicable Premium as of the date hereof as set forth in the immediately succeeding paragraph (the "Redemption Price"), plus accrued and unpaid interest to, but excluding, the Redemption Date.

4. In accordance with the definition of "Applicable Premium" in the Indenture, the Company has designated an independent investment bank to calculate the Applicable Premium on behalf of the Company.

5. The total payment to Holders per $1,000 principal amount of Notes will be as follows:

Series	Redemption Price[(1)]	Accrued Interest from June 30, 2024 to, but excluding, the Redemption Date[(1)]	Total Redemption Payment Including Accrued Interest[(1)]
Senior Secured Notes due 2028	$1,044.92	$36.17	$1,081.09

[*] No representation is made as to the correctness or accuracy of any "CUSIP" and/or "ISIN" number printed on the Notes or contained in this notice. Such numbers are included solely for the convenience of the Holders.

[(1)] Per $1,000 principal amount of Notes. Subject to adjustment if the Redemption Date is delayed as provided herein.

6. As permitted by Section 16.02 of the Indenture, the obligation of the Company to complete the Redemption and pay the Redemption Price in respect of the Notes is subject to the satisfaction (or waiver by the Company in its sole discretion) of the following condition precedent (the "Redemption Condition"): the receipt by Abra Global Limited or its designated subsidiary of net proceeds from the incurrence by Abra Global Limited or its designated subsidiary of indebtedness after the date hereof and on or prior to the Redemption Date sufficient to pay the Redemption Price and accrued and unpaid interest in full (as determined by the Company in its sole discretion). Upon the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, this notice will become unconditionally irrevocable. As provided in Section 16.02 of the Indenture, in the Company's discretion, the Redemption Date may be delayed until such time as the Redemption Condition is satisfied (or waived by the Company in its sole discretion), or the Redemption may not occur and this Conditional Notice of Redemption may be rescinded in the event that the Redemption Condition has not been (or, in the Company's sole determination, may not be) satisfied (or waived by the Company in its sole discretion) by the Redemption Date, or by the Redemption Date so delayed. Upon any such delay in the Redemption Date or the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, the Company shall promptly deliver written notice, which may be delivered via email, to the Trustee of such delay, satisfaction or waiver.

7. Subject to the immediately preceding paragraph, on the Redemption Date, the Redemption Price will become due and payable upon all of the Notes and interest thereon will cease to accrue on and after the Redemption Date.

8. The Applicable Premium is subject to modification if the Forbearance Standstill Expiration Date is extended or the Forbearance Agreement terminates, in each case in accordance with the Forbearance Agreement. Upon the occurrence of any of the foregoing, Abra will thereafter promptly issue a notice reflecting the modification to the Redemption Price.

9. Following the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, Notes are to be presented and surrendered for payment of the Redemption Price at the following address:

If By Registered & Certified Mail:	**If By Regular Mail or Courier:**	**If By In Person by Hand Only:**
120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402

If you mail your Notes, we recommend that for your own protection you use registered mail, return receipt requested. Insofar as the Notes are in global form and held through The Depository Trust Company ("DTC"), beneficial interests in the Notes will be selected for redemption by DTC in accordance with its customary procedures. Notes held through DTC should be presented and surrendered for redemption in accordance with DTC's procedures therefor.

Under U.S. federal income tax law, backup withholding (currently at a rate of 24%) may apply to payments made to Holders of the Notes, unless (i) in the case of a Holder that is a beneficial owner of

Notes and that is a United States person (as determined for U.S. federal income tax purposes), the applicable withholding agent has timely received a properly completed Internal Revenue Service ("IRS") Form W-9 setting forth the Holder's correct taxpayer identification number and certifying, among other things, that such Holder is not subject to backup withholding, or (ii) the Holder otherwise establishes an exemption from backup withholding. A Holder that is a beneficial owner of Notes and that is not a United States person (as determined for U.S. federal income tax purposes) generally may establish an exemption from backup withholding by timely providing the applicable withholding agent with a properly completed IRS Form W-8BEN, Form W-8BEN-E or other appropriate Form W-8, as applicable, signed under penalties of perjury, upon which such Holder certifies its foreign status.

ABRA GLOBAL FINANCE

August 19, 2024

Exhibit B

Supplement to Conditional Notice of Redemption

SUPPLEMENT TO CONDITIONAL NOTICE OF REDEMPTION BY

ABRA GLOBAL FINANCE

OF ALL OF ITS OUTSTANDING

SENIOR SECURED NOTES DUE 2028

(CUSIP NOS. G00912 AB4 AND 000852 AB9)*

Reference is made to that certain Indenture, dated as of March 2, 2023 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), by and among Abra Global Finance, as issuer (the "Company"), the guarantor party thereto, UMB Bank, N.A., as successor to The Bank of New York Mellon, as trustee (in such capacity, the "Trustee") and the other parties party thereto, relating to the Company's Senior Secured Notes due 2028 (the "Notes"). Capitalized terms used in this notice and not otherwise defined herein shall have the same meaning as given in the Indenture.

On August 19, 2024, the Company delivered the notice attached hereto as Exhibit A (the "Conditional Redemption Notice") to all Holders of the Notes notifying Holders that, subject to and conditional upon the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition (as defined in the Conditional Redemption Notice), 100% of the outstanding principal of the Notes will be redeemed (the "Redemption") on October 3, 2024 (the "Redemption Date").

On August 30, 2024, the Forbearance Standstill Expiration Date was extended in accordance with the terms of the Forbearance Agreement. As a result, the Redemption Price as determined pursuant to the Indenture increased to the Redemption Price set forth in this Supplement to Conditional Notice of Redemption.

Pursuant to Section 16.01 and 16.02 of the Indenture, the Company hereby notifies you of the following information:

1. The redemption price for the Notes shall equal 100% of the principal amount of the Notes, plus the Applicable Premium as of August 19, 2024 as set forth in the immediately succeeding paragraph (the "Redemption Price"), plus accrued and unpaid interest to, but excluding, the Redemption Date.

2. As set forth in the Conditional Redemption Note, in accordance with the definition of "Applicable Premium" in the Indenture, the Company has designated an independent investment bank to calculate the Applicable Premium on behalf of the Company. Exhibit B sets for such Applicable Premium as calculated by Deutsche Bank Securities Inc. on behalf of the Company.

3. The total payment to Holders per $1,000 principal amount of Notes will be as follows:

* No representation is made as to the correctness or accuracy of any "CUSIP" and/or "ISIN" number printed on the Notes or contained in this notice. Such numbers are included solely for the convenience of the Holders.

Series	Redemption Price[1]	Accrued Interest from June 30, 2024 to, but excluding, the Redemption Date[1]	Total Redemption Payment Including Accrued Interest[1]
Senior Secured Notes due 2028	$1,051.047605	$36.166667	$1,087.214272

[1] Per $1,000 principal amount of Notes. Subject to adjustment if the Redemption Date is delayed as provided herein.

4. The Redemption Price and the total payment to Holders per $1,000 principal amount of Notes will be as set forth above and not as set forth in the Conditional Notice of Redemption.

5. Following the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, Notes are to be presented and surrendered for payment of the Redemption Price at the following address:

If By Registered & Certified Mail:	**If By Regular Mail or Courier:**	**If By In Person by Hand Only:**
120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402

If you mail your Notes, we recommend that for your own protection you use registered mail, return receipt requested. Insofar as the Notes are in global form and held through The Depository Trust Company ("DTC"), beneficial interests in the Notes will be selected for redemption by DTC in accordance with its customary procedures. Notes held through DTC should be presented and surrendered for redemption in accordance with DTC's procedures therefor.

Under U.S. federal income tax law, backup withholding (currently at a rate of 24%) may apply to payments made to Holders of the Notes, unless (i) in the case of a Holder that is a beneficial owner of Notes and that is a United States person (as determined for U.S. federal income tax purposes), the applicable withholding agent has timely received a properly completed Internal Revenue Service ("IRS") Form W-9 setting forth the Holder's correct taxpayer identification number and certifying, among other things, that such Holder is not subject to backup withholding, or (ii) the Holder otherwise establishes an exemption from backup withholding. A Holder that is a beneficial owner of Notes and that is not a United States person (as determined for U.S. federal income tax purposes) generally may establish an exemption from backup withholding by timely providing the applicable withholding agent with a properly completed IRS Form W-8BEN, Form W-8BEN-E or other appropriate Form W-8, as applicable, signed under penalties of perjury, upon which such Holder certifies its foreign status.

ABRA GLOBAL FINANCE

September 3, 2024

Exhibit A

Conditional Redemption Notice

CONDITIONAL NOTICE OF REDEMPTION BY

ABRA GLOBAL FINANCE

OF ALL OF ITS OUTSTANDING

SENIOR SECURED NOTES DUE 2028

(CUSIP NOS. G00912 AB4 AND 000852 AB9)[*]

Reference is made to that certain Indenture, dated as of March 2, 2023 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), by and among Abra Global Finance, as issuer (the "Company"), the guarantor party thereto, UMB Bank, N.A., as successor to The Bank of New York Mellon, as trustee (in such capacity, the "Trustee") and the other parties party thereto, relating to the Company's Senior Secured Notes due 2028 (the "Notes"). Capitalized terms used in this notice and not otherwise defined herein shall have the same meaning as given in the Indenture.

Pursuant to Section 16.01 and 16.02 of the Indenture, the Company hereby notifies you of the redemption of the Notes and the following information:

1. The Company has elected to exercise its right under Sections 16.01 and 16.02 of the Indenture to redeem, subject to and conditional upon the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition (as defined below), 100% of the outstanding aggregate principal amount of the Notes (the "Redemption"). This optional Redemption is of the type described in and is made in accordance with Section 16.01(b) of the Indenture.

2. The Company hereby gives notice that the redemption of the Notes will occur, subject to and conditional upon the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, on October 3, 2024 (the "Redemption Date").

3. The redemption price for the Notes shall equal 100% of the principal amount of the Notes, plus the Applicable Premium as of the date hereof as set forth in the immediately succeeding paragraph (the "Redemption Price"), plus accrued and unpaid interest to, but excluding, the Redemption Date.

4. In accordance with the definition of "Applicable Premium" in the Indenture, the Company has designated an independent investment bank to calculate the Applicable Premium on behalf of the Company.

5. The total payment to Holders per $1,000 principal amount of Notes will be as follows:

Series	Redemption Price[(1)]	Accrued Interest from June 30, 2024 to, but excluding, the Redemption Date[(1)]	Total Redemption Payment Including Accrued Interest[(1)]
Senior Secured Notes due 2028	$1,044.92	$36.17	$1,081.09

[*] No representation is made as to the correctness or accuracy of any "CUSIP" and/or "ISIN" number printed on the Notes or contained in this notice. Such numbers are included solely for the convenience of the Holders.

[(1)] Per $1,000 principal amount of Notes. Subject to adjustment if the Redemption Date is delayed as provided herein.

6. As permitted by Section 16.02 of the Indenture, the obligation of the Company to complete the Redemption and pay the Redemption Price in respect of the Notes is subject to the satisfaction (or waiver by the Company in its sole discretion) of the following condition precedent (the "Redemption Condition"): the receipt by Abra Global Limited or its designated subsidiary of net proceeds from the incurrence by Abra Global Limited or its designated subsidiary of indebtedness after the date hereof and on or prior to the Redemption Date sufficient to pay the Redemption Price and accrued and unpaid interest in full (as determined by the Company in its sole discretion). Upon the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, this notice will become unconditionally irrevocable. As provided in Section 16.02 of the Indenture, in the Company's discretion, the Redemption Date may be delayed until such time as the Redemption Condition is satisfied (or waived by the Company in its sole discretion), or the Redemption may not occur and this Conditional Notice of Redemption may be rescinded in the event that the Redemption Condition has not been (or, in the Company's sole determination, may not be) satisfied (or waived by the Company in its sole discretion) by the Redemption Date, or by the Redemption Date so delayed. Upon any such delay in the Redemption Date or the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, the Company shall promptly deliver written notice, which may be delivered via email, to the Trustee of such delay, satisfaction or waiver.

7. Subject to the immediately preceding paragraph, on the Redemption Date, the Redemption Price will become due and payable upon all of the Notes and interest thereon will cease to accrue on and after the Redemption Date.

8. The Applicable Premium is subject to modification if the Forbearance Standstill Expiration Date is extended or the Forbearance Agreement terminates, in each case in accordance with the Forbearance Agreement. Upon the occurrence of any of the foregoing, Abra will thereafter promptly issue a notice reflecting the modification to the Redemption Price.

9. Following the satisfaction (or waiver by the Company in its sole discretion) of the Redemption Condition, Notes are to be presented and surrendered for payment of the Redemption Price at the following address:

If By Registered & Certified Mail:	**If By Regular Mail or Courier:**	**If By In Person by Hand Only:**
120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402	120 South Sixth Street, Suite 1400, Minneapolis, MN 55402

If you mail your Notes, we recommend that for your own protection you use registered mail, return receipt requested. Insofar as the Notes are in global form and held through The Depository Trust Company ("DTC"), beneficial interests in the Notes will be selected for redemption by DTC in accordance with its customary procedures. Notes held through DTC should be presented and surrendered for redemption in accordance with DTC's procedures therefor.

Under U.S. federal income tax law, backup withholding (currently at a rate of 24%) may apply to payments made to Holders of the Notes, unless (i) in the case of a Holder that is a beneficial owner of

Notes and that is a United States person (as determined for U.S. federal income tax purposes), the applicable withholding agent has timely received a properly completed Internal Revenue Service ("IRS") Form W-9 setting forth the Holder's correct taxpayer identification number and certifying, among other things, that such Holder is not subject to backup withholding, or (ii) the Holder otherwise establishes an exemption from backup withholding. A Holder that is a beneficial owner of Notes and that is not a United States person (as determined for U.S. federal income tax purposes) generally may establish an exemption from backup withholding by timely providing the applicable withholding agent with a properly completed IRS Form W-8BEN, Form W-8BEN-E or other appropriate Form W-8, as applicable, signed under penalties of perjury, upon which such Holder certifies its foreign status.

ABRA GLOBAL FINANCE

August 19, 2024

Exhibit B

See attached.

ABRA SSN 11.5% Secured Notes due 2028

BOND DETAILS

Cash Interest	6.000%
Option Interest	5.500%
Ticking fee	2.500%
Adjusted Cash Interest	11.500%
Settlement Date	10/3/2024
Call Date	3/2/2025
Call Price	104.000

Treasury Rate (5/31)	5.172%
Spread	0.500%

	Notional	Per $1,000
Principal amount of the Notes:	$1,062,694,282.000000	$1,000.000000
Present value of interest to Call Date:	$48,934,526.430000	$46.047605
Applicable premium:	$1,116,942,279.840000	$1,051.047605
Accrued and unpaid interest (Cash & Option):	$38,434,109.870000	$36.166667
Redemption Price:	$1,155,376,389.700000	$1,087.214272

Exhibit C

See attached.

ABRA SSN 11.5% Secured Notes due 2028

BOND DETAILS

Cash Interest	6.000%	Treasury Rate (5/31)	5.172%
Option Interest	5.500%	Spread	0.500%
Ticking fee	2.500%		
Adjusted Cash Interest	11.500%		
Settlement Date	10/16/2024		
Call Date	3/2/2025		
Call Price	104.000		

	Notional	Per $1,000
Principal amount of the Notes:	$1,062,694,282.000000	$1,000.000000
Present value of interest to Call Date:	$48,934,526.430000	$46.047605
Applicable premium:	$1,116,942,279.840000	$1,051.047605
Accrued and unpaid interest (Cash & Option):	$43,806,619.850000	$41.222222
Redemption Price:	$1,160,748,899.690000	$1,092.269827