NOTICE TO HOLDERS

DATE: August 26, 2024

TO: Holders of Abra Global Finance's Notes referred to below ("*Holders*")

RE: Joinders to Transaction Support Agreement and Forbearance Agreement

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Abra Group Limited ("*Abra*") is pleased to invite all Holders of Abra Global Finance's (the "*Issuer*") Senior Secured Notes due 2028 (the "*SSNs*") and Senior Secured Exchangeable Notes due 2028 (the "*SSENs*," and together with the SSNs, the "*Notes*") to join the (1) Transaction Support Agreement, dated as of August 18, 2024 (as in effect from time to time, the "*TSA*") and (2) Forbearance Agreement, dated as of June 10, 2024 (as in effect from time to time, the "*Forbearance Agreement*"), by and among Abra, the Issuer and certain Holders.

In connection with the foregoing, attached are the following:

Ex A: Transaction Support Agreement

Ex B: Forbearance Agreement and related amendments

Ex C: Joinder to the Transaction Support Agreement ("*TSA Joinder*")

Ex D: Joinder to the Forbearance Agreement ("*Forbearance Joinder*")

Any Holder wishing to become party to the TSA is kindly requested to deliver duly executed copies of <u>both</u> the TSA Joinder and the Forbearance Joinder with respect to all SSNs and SSENs held thereby. Please deliver the TSA Joinder and Forbearance Joinder (and any other information requested by Abra or its advisors) to AbraRefi@wlrk.com and ProjectDorado@rothschildandco.com.

Please direct any questions to the email addresses above. Thank you for your assistance and cooperation.

* * *

EXHIBIT A

Transaction Support Agreement

TRANSACTION SUPPORT AGREEMENT

This Transaction Support Agreement (together with the exhibits and attachments hereto, including the SSEN Term Sheet (as defined below), as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), dated as of August 18, 2024, is entered into by and among (i) Abra Global Finance, incorporated as an exempted company under the laws of the Cayman Islands with registered number 395290 (the "Issuer"), (ii) Abra Group Limited, incorporated under the laws of England and Wales with registered number 13926427 ("Abra") (the Issuer and Abra, each a "Company Party," and collectively, the "Company Parties") and (iii) the holders of (or investment advisors, sub-advisors, or managers of funds, discretionary accounts or other holders of, as applicable) Notes (as defined below) that have executed and delivered this Agreement (together with their respective successors and permitted assigns, an "Initial Consenting Holder") or a Joinder as an Additional Consenting Holder (the Initial Consenting Holders and the Additional Consenting Holders, collectively, the "Consenting Holders"). This Agreement collectively refers to the Company Parties and the Consenting Holders as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Consenting Holders are the holders of (or investment advisors, sub-advisors, or managers of funds, discretionary accounts or other holders of, as applicable) the Issuer's (x) Senior Secured Exchangeable Notes due 2028 (the "SSENs") issued under that certain Indenture, dated as of March 2, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "SSEN Indenture"), by and among the Issuer, Abra, UMB Bank, N.A., as successor to The Bank of New York Mellon, as trustee, and TMF Group New York, LLC, as collateral agent and/or (y) Senior Secured Notes due 2028 (the "SSNs", and together with the SSENs, the "Notes") issued under that certain Indenture, dated as of March 2, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "SSN Indenture", and together with the SSEN Indenture, the "Indentures"), by and among the Issuer, Abra, UMB Bank, N.A., as successor to The Bank of New York Mellon, as trustee, and TMF Group New York, LLC, as collateral agent;

WHEREAS, the Parties have agreed to support, implement and consummate modifications to the SSEN Indenture, to execute the Definitive SSEN Documents (as defined below) and/or to execute the Commitment Letter and participate in the Refinancing Facility (as defined below) on and subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the covenants, and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, hereby agrees as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not otherwise defined in this Agreement have the same meanings as specified in each Indenture. The following terms shall have the following meanings:

> "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For the avoidance of doubt, Consenting

Holders with investments managed by separate Persons shall be deemed to be Affiliates of one another if the Persons who manage their investments are themselves under common control.

"Business Day" shall have the meaning given such term in the Indentures.

"Claim" means (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed undisputed, secured, or unsecured, each as set forth in section 101(5) of the Bankruptcy Code.

"Closing Date" means the date on which the Transactions are consummated.

"Commitment Letter" means that certain Amended and Restated Commitment Letter (including all schedules and exhibits thereto) and related letter agreements, each dated as of August 18, 2024, by and among Abra, Castlelake, L.P. and other parties thereto, as amended, restated, supplemented, or otherwise modified from time to time, subject to any limitations herein, and in a manner not materially adverse to the Consenting Holders (in their capacities as such).

"Company Released Party" means each of: (a) the Company Parties and each of their Affiliates; (b) the predecessors, successors, and assigns of each of the foregoing; and (c) the current and former officers, directors, members, managers, partners, employees, shareholders, advisors, agents, professionals, attorneys, financial advisors, and other representatives of each of the foregoing, in each case in their capacity as such.

"Consenting Holders Counsel" means Dechert LLP, as legal advisors to the Consenting Holders.

"Definitive SSEN Documents" means the definitive documents governing the SSEN Amendment, including a supplemental indenture to the SSEN Indenture, a pari passu intercreditor agreement (or an amendment to the existing pari passu intercreditor agreement in respect of the SSNs and the SSENs) between the holders of the SSENs and the holders of the Refinancing Facility (or the applicable agents on their behalf), and the other agreements and instruments entered into pursuant

to or in connection with the SSEN Indenture in connection with the Transactions which, in each case, shall be consistent with the standards set forth in Section 2 of this Agreement.

"Forbearance Agreement" means that certain Forbearance Agreement, dated as of January 25, 2024 (as amended, supplemented or otherwise modified from time to time).

"Holds" means to hold, or have sole investment or voting discretion with respect to and the power and authority to bind the holder of, Notes. "Held" has the corresponding meaning.

"Majority Consenting Parties" means, at any time, Consenting Holders holding at least a majority of the aggregate principal amount of the Notes held by Consenting Holders at such time.

"Majority Consenting SSEN Parties" means, at any time, Consenting Holders holding at least a majority of the aggregate principal amount of the SSENs held by Consenting Holders at such time.

"Majority Consenting SSN Parties" means, at any time, Consenting Holders holding at least a majority of the aggregate principal amount of the SSNs held by Consenting Holders at such time.

"Other Released Parties" means each of (a) the Consenting Holders and each of their Affiliates, (b) the predecessors, successors, and assigns of each of the foregoing, and (c) the current and former officers, directors, members, managers, partners, employees, shareholders, advisors, agents, professionals, attorneys, financial advisors, and other representatives of each of the foregoing, in each case in their capacity as such.

"Refinancing Facility" means the debt financing contemplated by the Commitment Letter.

"SSEN Amendment" means the amendments or modifications to the SSEN Indenture on terms consistent with the SSEN Term Sheet and otherwise reasonably acceptable to Abra and the Majority Consenting SSEN Parties.

"SSEN Term Sheet" means the term sheet attached as Exhibit A hereto (together with the exhibits and attachments thereto, as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof).

"Termination Date" means the date on which this Agreement is terminated in accordance with Section 7.

"Transactions" means, collectively, (i) SSEN Amendment, (ii) the entry into the Refinancing Facility, (iii) the redemption, repayment or refinancing of the SSNs and the release of the guarantees and liens securing obligations under the SSN Indenture and (iv) the payment of fees and expenses in connection with the foregoing.

2. Definitive SSEN Documents. The Definitive SSEN Documents remain subject to negotiation and completion and shall (i) be consistent in all respects with the terms set forth in the SSEN Term Sheet and (ii) otherwise be reasonably acceptable in form and substance to Abra and the Majority Consenting SSEN Parties. Any covenant, default or similar term that is to be aligned in the Definitive SSEN Documents with the definitive documents governing the Refinancing Facility in accordance with the SSEN Term Sheet, shall be consistent in all respects with such terms as set forth in the Commitment Letter and otherwise reasonably satisfactory to the Majority Consenting SSEN Parties; provided, any such covenant, default or similar term that is inconsistent in any material respect with the express terms and

conditions of the Commitment Letter shall be reasonably satisfactory to each of the Consenting Holders that holds SSENs as of the Agreement Effective Date.

3. Agreement Effective Date. This Agreement shall become effective following its execution and delivery by each Company Party upon the date of the execution and delivery of this Agreement by Initial Consenting Holders holding more than 66.67% of the aggregate principal amount of the SSENs then outstanding (the "Agreement Effective Date").

4. Representations and Warranties.

(a) Each Party hereby represents and warrants to each other Party that, as of the date hereof:

(i) its execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, limited liability company or other organizational action, if any;

(ii) this Agreement has been duly executed and delivered by it and constitutes, when executed and delivered by the other Parties, a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to (x) the effects of bankruptcy, insolvency, moratorium, reorganization, examinership, fraudulent conveyance or other similar laws affecting creditors' rights generally, (y) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and (z) implied covenants of good faith and fair dealing; and

(iii) it (v) has carefully read and fully understands all of the terms and conditions of this Agreement, (w) has consulted with, or had a full and fair opportunity to consult with, an attorney regarding the terms and conditions of this Agreement, (x) has had a full and fair opportunity to participate in the drafting of this Agreement, (y) is freely, voluntarily and knowingly entering into this Agreement and (z) in entering into this Agreement, has not relied upon any representation, warranty, covenant or agreement not expressly set forth herein or in the other Note Documents.

(b) Each Consenting Holder hereby represents and warrants to the Company Parties that, as of the date hereof:

(i) (w) the entire aggregate principal amount of Notes it Holds is set forth on its signature page to this Agreement or a Joinder, (x) except as otherwise indicated on its signature page (which shall set forth the aggregate principal amount of Notes Held by such Affiliate excepted from this clause (x)), each of its Affiliates that Hold Notes and over which such Consenting Holder or Affiliates thereof exercise investment authority has signed this Agreement with respect to the entire aggregate principal amount of Notes Held thereby and (y) it has full power and authority to (or to direct its holder to) act on behalf of, vote and consent to matters concerning such Notes, including to bind such Affiliates to the terms of this Agreement (and, if applicable, a Joinder hereto); and

(ii) the Notes it Holds are free and clear of any lien, charge, encumbrance, participation, security interest, adverse claim or any other similar restriction, or any equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition of any kind that could reasonably be expected to adversely affect in any way such Consenting Holder's performance of its obligations contained in this Agreement as and when required.

5. Commitments of the Company Parties. Subject to the terms and conditions of this Agreement, each Company Party agrees that it shall, so long as the Termination Date has not occurred,

(a) support and take all commercially reasonable actions reasonably necessary or advisable to facilitate the implementation and consummation of the Transactions;

(b) refrain from taking any actions inconsistent with, and take all actions required by, this Agreement;

(c) not amend, modify, or waive the terms of the Commitment Letter or the Refinancing Facility on or prior to the Closing Date in a manner adverse in any material respect to holders of the SSENs (in their capacities as such), in each case without the consent of the Majority Consenting SSEN Parties; and

(d) on a timely basis, negotiate in good faith the Definitive SSEN Documents with the applicable Parties thereto and execute and deliver each Definitive SSEN Document to which it is to be a party.

6. Commitments of the Consenting Holders. Subject to the terms and conditions of this Agreement, each Consenting Holder (severally only and neither jointly, nor jointly and severally), agrees, with respect to all SSENs and SSNs, as applicable, Held at any time thereby, that it shall, and shall cause each of its Affiliates over which it exercises investment authority and that Holds SSENs and SSNs, as applicable, to, so long as the Termination Date has not occurred:

(a) support and take all commercially reasonable actions reasonably necessary or advisable to facilitate the implementation and consummation of the Transactions,

(b) refrain from taking any actions inconsistent with, and take all actions required by, this Agreement;

(c) solely with respect to such Consenting Holder's SSENs, (i) on a timely basis, negotiate in good faith the Definitive SSEN Documents compliant with the terms of this Agreement with the Issuer and Abra and execute and deliver each Definitive SSEN Document to which it is to be a party and (ii) provide (or cause to be provided) all consents under the SSEN Indenture required for the consummation of the Transactions, including the execution of the Definitive SSEN Documents having terms consistent with this Agreement and delivering (or causing to be delivered) consents necessary to effectuate the implementation of the SSEN Amendment on terms consistent with this Agreement (including pursuant to any consent solicitation conducted in connection therewith);

(d) not, directly or indirectly, initiate any legal proceedings or deliver any instructions that are inconsistent with, or that would delay, prevent, frustrate, or impede the consummation of the Transactions, the Definitive SSEN Documents, or any other transactions outlined therein or in this Agreement;

(e) (x) not deliver (or directly or indirectly consent to, support, participate in or solicit the delivery of) a notice of termination pursuant to Section 4(x) of the Forbearance Agreement, (y) if the obligations under the SSNs and/or SSENs are accelerated following termination of the Forbearance Agreement pursuant to Section 4(x) thereof, as promptly as practicable, together with the other requisite Consenting Holders, rescind and annul such acceleration in accordance with the SSEN Indenture and/or SSN Indenture, as applicable and (z) on the date on which Consenting Parties constitute the requisite majority under the Forbearance Agreement, enter into an amendment to the Forbearance Agreement to extend (or authorize Dechert LLP to confirm the extension of) the Forbearance Standstill Expiration Date, as defined in the Forbearance Agreement, to the earlier of the Termination Date and the Closing Date; and

(f) not directly or indirectly contest in any manner the Issuer's determination of the "Applicable Premium" (as defined in the SSN Indenture) in connection with the redemption of the SSNs on or about the Closing Date as long as the "Applicable Premium" set forth in the redemption notice with respect the SSNs is no less than 4.492% of the aggregate principal amount of the SSNs; *provided that*, if the "Applicable Premium" (as defined in the SSN Indenture) paid by the Issuer for such redemption is less than 5.105% of the aggregate principal amount of the SSNs and the Termination Date has not occurred with respect to the SSNs pursuant to Section 7(a)(iii), then substantially concurrently with the occurrence of the Closing Date, Abra shall pay each Consenting Holder of SSNs an amount equal to the product of (x) the principal amount of SSNs held thereby on the Closing Date *multiplied by* (y) 5.105% *minus* such Applicable Premium paid (expressed as a percentage of the aggregate principal amount of the SSNs as of the redemption date). For the avoidance of doubt, Abra's compliance with the proviso to this clause (f) shall constitute a condition precedent to the commitments, undertakings and agreements of the Consenting Holders hereunder (including as to SSENs Held thereby).

No provision of this Agreement (including the foregoing) shall be construed to prohibit any Consenting Holder from negotiating, preparing, and proposing any financing to the Company Parties as an alternative to the Refinancing Facility (including, without limitation, engaging in discussions or negotiations with the Company Parties, other holders of the SSNs or SSENs, or with other third party potential investors for such purposes, in each case subject to any applicable confidentiality obligations). For the avoidance of doubt, the Company Parties have not requested or solicited any such alternative financing and this paragraph shall not be construed to constitute any such request or solicitation.

7. Termination.

(a) This Agreement may be terminated (each, a "Termination Event"):

(i) at any time by mutual written consent of Abra and the Majority Consenting Parties;

(ii) by the Majority Consenting Parties upon three (3) calendar days' prior written notice following a breach by any Company Party of any of its covenants or obligations set forth in this Agreement that (if susceptible to cure) remains uncured for a period of ten (10) Business Days after the receipt by such Company Party of written notice of such breach from the Consenting Holders or counsel thereto (which notice periods shall run concurrently, if applicable);

(iii) by the Majority Consenting SSN Parties, solely with respect to the SSNs Held by the Consenting Holders, upon three (3) calendar days' prior written notice following the occurrence of any Event of Default (as defined in the SSN Indenture) other than a Specified Default (as defined in the Forbearance Agreement) that (if susceptible to cure) remains uncured for a period of ten (10) Business Days after the receipt by such Company Party of written notice of such Event of Default (as defined in the SSN Indenture) from the Consenting Holders Counsel (which notice periods shall run concurrently, if applicable);

(iv) by the Majority Consenting SSEN Parties, solely with respect to the SSENs Held by the Consenting Holders, upon three (3) calendar days' prior written notice following the occurrence of any Event of Default (as defined in the SSEN Indenture) other than a Specified Default (as defined in the Forbearance Agreement) that (if susceptible to cure) remains uncured for a period of ten (10) Business Days after the receipt by such Company Party of written notice of such Event of Default (as defined in the SSEN Indenture) from the Consenting Holders Counsel (which notice periods shall run concurrently, if applicable);

(v) by Abra, with respect to any particular Consenting Holder (but not as to any other Party), upon three (3) calendar days' prior written notice following a breach by such Consenting Holder of any covenants set forth in this Agreement that (if susceptible to cure) remains uncured for a period of ten (10) Business Days after the receipt by such Consenting Holder of written notice of such breach (which notice periods shall run concurrently, if applicable);

(vi) by Abra, following the delivery of notice by Abra to the Consenting Holders Counsel that the governing body of Abra or the Issuer determines, after consulting with counsel, (i) that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an alternative transaction in lieu of the Transactions;

(vii) by any Consenting Holder, solely with respect to itself, immediately upon written notice to all Parties following any modification, amendment, or supplement of this Agreement, the Definitive SSEN Documents, the Commitment Letter, or the Refinancing Facility (or any definitive documents in respect thereof) that is executed in violation of Section 11(a) and to which such Consenting Holder did not consent and for which its consent was required;

(viii) by the Majority Consenting Parties or Abra upon three (3) calendar days' prior written notice to all Parties of the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling or order making illegal or otherwise enjoining, preventing, or prohibiting the consummation of a material portion of the Transactions, which ruling or order has not been discharged after thirty (30) calendar days; and

(ix) (i) by the Majority Consenting Parties upon three (3) calendar days' prior written notice to all Parties if the Company Parties have not delivered a notice of redemption with respect to the SSNs on or before the date falling five 5 Business Days after the Agreement Effective Date (which notice may be conditioned upon consummation the Transactions or a portion thereof) or (ii) by the Majority Consenting Parties or Abra upon three (3) calendar days' prior written notice to all Parties if the Closing Date has not occurred on or before October 31, 2024.

(b) Automatic Termination. This Agreement will automatically terminate upon the termination of the Commitment Letter as to all parties thereto in accordance with its terms.

(c) Effect of Termination. Upon the Termination Date this Agreement shall forthwith become null and void and have no further force or effect, each Party hereto shall be released from its commitments, undertakings and agreements under this Agreement, and there shall be no liability or obligation hereunder on the part of any Party hereto; provided that in no event shall any such termination relieve a Party hereto from (i) liability for its breach or non-performance of its obligations hereunder prior to such Termination Date, notwithstanding any termination of this Agreement by any other Party, and (ii) this Section 7(c) and Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20 and (solely if the Closing Date shall have occurred) 6(f) and 19 shall survive the termination of this Agreement. Notwithstanding the foregoing or anything herein to the contrary, no Party may exercise any of its respective termination rights as set forth in this Section 7 if such Party has failed to perform or comply in all material respects with the terms and conditions of this Agreement unless such failure to perform or comply arises as a result of another Party's actions or inactions or would not otherwise give rise to a Termination Event in favor of such other Party.

8. Entire Agreement; Prior Negotiations. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior negotiations, agreements and understandings, whether written, oral, or implied, among the Parties with respect to the subject matter of this Agreement.

9. FRE 408. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence in any applicable jurisdiction, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

10. Counterparts; Execution.

(a) This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute one and the same instrument, and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (PDF) or by DocuSign. This Agreement may be executed on behalf of one or more Consenting Holders by such Consenting Holder's investment advisor, sub-advisor or manager, as applicable, which is a signatory hereto solely in its capacity as the investment advisor, sub-advisor or manager, as applicable, of such Consenting Holder.

(b) If any investment advisor, sub-advisor or manager (as applicable) enters into or accedes to this Agreement on behalf of funds, discretionary accounts or other holders of Notes it manages or advises and indicates the foregoing on its signature page (which shall set forth the aggregate principal amount of Notes Held by such Party to which this Section 10(b) applies), each other Party acknowledges that the relevant investment advisor, sub-advisor or manager (as applicable):

(i) does not execute this Agreement in any personal or corporate capacity;

(ii) executes this Agreement solely pursuant to, and to the extent of, its authority to act in such capacity; and

(iii) does not make any representations, warranties or undertakings of any kind in any personal capacity to any Party and any obligation, liability or responsibility of a Consenting Holder hereunder shall be without recourse, including by set-off or otherwise, to any personally or beneficially owned assets of the respective investment advisor, sub-advisor or manager (as applicable) and such advisor, sub-advisor or manager (as applicable) shall have no personal liability whatsoever to any Party, under or in connection with this Agreement, and no Party will have any recourse to it in any personal capacity in any way whatsoever.

(c) In the event a Consenting Holder is structured as an umbrella collective investment scheme with segregated liability between sub-funds and indicates the foregoing on its signature page (which shall set forth the aggregate principal amount of Notes Held by such Party to which this Section 10(c) applies), and notwithstanding any provision of this Agreement to the contrary, another Party shall not seek, whether in any proceedings or by any other means whatsoever or wheresoever to have recourse to any assets of any other sub-fund of such Consenting Holder, nor to the assets of any other Consenting Holder, in the discharge in all or any part of the liability which was not incurred, directly or indirectly, on behalf of such Consenting Holder.

11. Amendments and Waivers.

(a) Except as otherwise provided herein, this Agreement may not be modified, amended, or supplemented, and no provision of this Agreement may be waived, without the prior written consent of the Company Parties and the Majority Consenting Parties. Notwithstanding the foregoing, the SSEN Term Sheet, the Definitive SSEN Documents and the portions of this Agreement directly relating thereto may be modified, amended, or supplemented, and the provisions thereof waived, with solely the prior written consent of the Company Parties and the Majority Consenting SSEN Parties and with such additional consents of Consenting Holders of SSENS as are required to effect such amendment under Section 2 hereof (and no such modification, amendment, supplement or waiver of the SSEN Term Sheet or the Definitive

SSEN Documents shall be effective absent such consents); *provided*, that any modification, amendment, or supplement to this Agreement, the SSEN Term Sheet, or the Definitive SSEN Documents that would (x) amend Section 2 hereof, (y) reduce the fees set forth in the SSEN Term Sheet to be received by any Consenting Holder (or change the form in which such fees are to be paid) in respect of SSENs Held thereby in connection with the Transactions, or (z) change (in any manner adverse to the Consenting Holders of SSENs) the proposed amendments in respect of the SSENs as set forth in the "Redemption terms" row of the SSEN Term Sheet, shall, in each case, require the consent of each affected Consenting Holder of SSENs. No amendment to this Agreement that would have the effect of modifying clause 6(f) of this Agreement shall be effective without the consent of each affected Consenting Holder of SSNs.

(b) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, whether or not such provisions are similar, nor shall any waiver of a provision of this Agreement be deemed a continuing waiver of such provision.

12. Specific Performance; Damages. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach of this Agreement, including, without limitation, a court of competent jurisdiction requiring any Party to comply promptly with any of its obligations in this Agreement.

13. Governing Law; Waiver of Jury Trial; Jurisdiction; Severability. Sections 17.04, 17.13 and Section 17.14 of the SSEN Indenture are incorporated herein by reference, *mutatis mutandis*.

14. Notices. Notices authorized or required by this Agreement may be delivered by hand, email, or reputable third-party overnight courier service and must also be delivered by email. Any such notice will be deemed to have been given on the day of actual delivery thereof.

Notices to the Company Parties shall be delivered to:

Abra Group Limited
1 Ashley Road, 3rd Floor
Altrincham, Cheshire, UK
WA14 2DT
Attn: Manuel Irarrazaval
Email: mji@abragroup.net, marcia.sato@abragroup.net

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
Attention: Richard G. Mason, Benjamin S. Arfa
Email: RGMason@wlrk.com; BSArfa@wlrk.com

Notices required hereunder to be delivered to an individual Consenting Holder shall be delivered to the address designated on the Recipient's signature page, with a copy (which shall not constitute notice) to:

Dechert LLP
Attention: Allan Brilliant, Eric Hilmo
Email: allan.brilliant@dechert.com; eric.hilmo@dechert.com

Notices required hereunder to be delivered to the Consenting Holders as a whole shall be delivered to:

Dechert LLP
Attention: Allan Brilliant, Eric Hilmo
Email: allan.brilliant@dechert.com; eric.hilmo@dechert.com

15. No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other Person shall be a third-party beneficiary hereof.

16. Publicity; Non-Disclosure. This Agreement shall be subject to any confidentiality agreement, non-disclosure agreement or other confidentiality arrangement in existence among Abra, the Issuer and any Consenting Holder.

17. Successors and Assigns; Severability. This Agreement is intended to bind and inure to the benefit of the Parties and their respective permitted successors, assigns, heirs, executors, estates, administrators, and representatives. The invalidity or unenforceability at any time of any provision hereof in any jurisdiction shall not affect or diminish in any way the continuing validity and enforceability of the remaining provisions hereof or the continuing validity and enforceability of such provision in any other jurisdiction.

18. Joinder.

(a) Additional holders of Notes may become party to this Agreement from time to time by agreeing in writing to be bound by the terms of this Agreement (any such Person, together with its successors and permitted assigns, an "Additional Consenting Party") by executing and delivering to Abra and counsel to Abra a joinder agreement in the form attached hereto as Exhibit B (each, a "Joinder").

(b) Upon the execution and delivery of a Joinder, such Additional Consenting Party shall be deemed to make all of the representations and warranties made by, and agree to be bound by all the covenants and obligations of, a Consenting Holder as set forth in this Agreement, and shall (except as set forth in such Joinder) be deemed to be a Party and a Consenting Holder for all purposes under this Agreement as if it was originally party hereto.

19. Releases.

(a) From and after the Closing Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company Party (on behalf of itself and each of its predecessors, successors, assigns, agents, subsidiaries, Affiliates, and representatives (and in turn on behalf of the predecessors, successors, assignees, agents, subsidiaries and representatives of any such Persons)) hereby finally and forever releases and discharges the Other Released Parties and their respective property, to the fullest extent permitted under applicable Law, from any and all causes of action and any other claims, debts, obligations, duties, rights, suits, damages, actions, derivative claims, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, in law, at equity, or otherwise, sounding in tort, contract, or based on any other legal or equitable principle, including, without limitation, violation of any securities law (federal, state or foreign), misrepresentation (whether intended or negligent), breach of duty (including any duty of candor), or any domestic or foreign law similar to the foregoing, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstance taking place, being omitted, existing or otherwise arising on or prior to the Closing Date arising from the SSNs, the SSN Indenture, the SSENs and the SSEN Indenture and each of the Note Documents (as defined in the SSN Indenture and SSEN Indenture, as applicable), the negotiation, formulation, or preparation of this

Agreement, and including those that the Company Parties, their respective subsidiaries or any holder of a claim against or interest in the Company Parties or any other entity could have been legally entitled to assert derivatively or on behalf of any other entity (collectively, the "Company Released Claims"). From and after the Closing Date, each Company Party (on behalf of itself and each of its subsidiaries) hereby covenants and agrees not to, directly or indirectly, bring, maintain, or encourage any cause of action or other claim or proceeding against an Other Released Party relating to or arising out of any Company Released Claim. Each Company Party further stipulates and agrees with respect to all Company Released Claims, that, from and after the Closing Date, it waives to the fullest extent permitted by applicable Law, any and all provisions, rights, and benefits conferred by any applicable U.S. federal or state law, any foreign law, or any principle of common law, that would otherwise limit a release or discharge of any unknown Company Released Claims pursuant to this Section 19(a).

(b) From and after the Closing Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Consenting Holder (on behalf of itself and each of its predecessors, successors, assigns, agents, subsidiaries, Affiliates, and representatives (and in turn on behalf of the predecessors, successors, assignees, agents, subsidiaries and representatives of any such Persons)) hereby finally and forever releases and discharges (i) the Company Released Parties and their respective property and (ii) the Other Released Parties and their respective property, in each case, to the fullest extent permitted under applicable Law, from any and all causes of action and any other claims, debts, obligations, duties, rights, suits, damages, actions, derivative claims, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, in law, at equity, or otherwise, sounding in tort, contract, or based on any other legal or equitable principle, including, without limitation, violation of any securities law (federal, state or foreign), misrepresentation (whether intended or negligent), breach of duty (including any duty of candor), or any domestic or foreign law similar to the foregoing, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstance taking place, being omitted, existing or otherwise arising on or prior to the Closing Date arising from, relating to, or in connection with the Notes, the Indentures and each of the Note Documents (as defined in each Indenture), the negotiation, formulation, or preparation of this Agreement, including, in each case, those that a Consenting Holder or any holder of a claim against or interest in such Consenting Holder or any other entity could have been legally entitled to assert derivatively or on behalf of any other entity and including, without limitation, any claim based upon or alleging a breach, default, Event of Default (as defined in each Indenture), or failure to comply with any such agreement or document (collectively, the "Consenting Party Released Claims" and together with the Company Party Released Claims, the "Released Claims"). For the avoidance of doubt, the Consenting Party Released Claims encompass and include any and all claims or causes of action relating to or challenging the Transactions themselves (other than claims or causes of action to enforce the Definitive SSEN Documents in accordance with their terms (which shall not constitute Consenting Party Released Claims hereunder for any purpose)), including any and all claims or causes of action alleging or contending that any aspect of the Transactions violates any document or agreement related to any indebtedness of any Company Party or its subsidiaries outstanding as of the Closing Date or other agreement, or that cooperation with, participation in, or entering into the Transactions violates any statute or other law, it being understood that the Consenting Holders are ratifying and approving all such Transactions to the maximum extent possible under applicable Law. In addition, for the avoidance of doubt, the releases and discharges granted hereunder by the Consenting Holders are not limited to the Notes that they Hold as of the Closing Date, but are granted by the Consenting Holders to the Company Released Parties and the Other Released Parties in all capacities and with respect to Notes Held or acquired at any time on or after the Closing Date. From and after the Closing Date, each Consenting Holder (on behalf of itself and each of its subsidiaries and Affiliates) hereby covenants and agrees not to, directly or indirectly, bring, maintain, or encourage any cause of action or other claim or proceeding against any Company Released Party or any other Consenting Party relating to or arising out of any Consenting Party Released Claim. Each Consenting Holder further stipulates and agrees with respect to all Claims that, from and after the Closing Date, it hereby waives, to the fullest extent permitted by applicable law, any and all provisions, rights, and benefits conferred by any

applicable U.S. federal or state law, any foreign law, or any principle of common law, that would otherwise limit a release or discharge of any unknown Claims pursuant to this Section 19(b).

(c) EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH PARTY HERETO HEREBY EXPRESSLY AGREES THAT THE RELEASED CLAIMS SHALL NOT INCLUDE ANY CLAIMS ARISING PRIOR TO THE CLOSING DATE FOR FRAUD BY ANY COMPANY RELEASED PARTY OR OTHER RELEASED PARTY SOLELY TO THE EXTENT SUCH CLAIMS RELATE TO THE NEGOTIATION, FORMULATION OR PREPARATION OF THIS AGREEMENT, BUT THAT SUCH RELEASED CLAIMS SHALL INCLUDE, WITHOUT LIMITATION, CLAIMS FOR GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT BY ANY COMPANY RELEASED PARTY OR OTHER RELEASED PARTY. EACH PARTY AGREES THAT THE COMPANY RELEASED PARTIES AND OTHER RELEASED PARTIES ARE EXPRESSLY INTENDED AS THIRD-PARTY BENEFICIARIES OF THIS SECTION 19.

(d) Each Consenting Holder and each Company Party acknowledges that it is aware that it or its attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to either the subject matter of this Agreement and the Transactions or any party hereto, but hereto further acknowledges that it is the intention of the Company Parties and each Consenting Holder to hereby fully, finally, and forever settle and release all claims among them to the extent provided in this Agreement, whether known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore have existed other than as expressly set forth herein.

(e) Notwithstanding the foregoing Sections 19(a), 19(b), 19(c) and 19(d), nothing in this Agreement is intended to, and shall not, (i) release any Party's rights and obligations under this Agreement, the Commitment Letter, the Refinancing Facility (or the definitive documents in respect thereof) or any of the Definitive SSEN Documents (including under the SSEN Indenture and related Note Documents as modified by the SSEN Amendment) or (ii) bar any Party from seeking to enforce or effectuate this Agreement, the Commitment Letter, the Refinancing Facility (or the definitive documents in respect thereof), or any of the Definitive SSEN Documents.

20. No Common Action. The Consenting Holders have no agreement, arrangement or understanding with respect to acting together for the purpose of acquiring, holding, voting or disposing of any equity securities of the Company Parties and do not constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers, all as of the day and year first written above.

ABRA GLOBAL FINANCE,
incorporated as an exempted company under the laws of the Cayman Islands

By: DocuSigned by: Manuel Irarrazaval F54B214CABC5432...
Name: Manuel Irarrazaval
Title: Director

By: DocuSigned by: 7C856ECB100C433...
Name: Márcia Sato
Title: Director

ABRA GROUP LIMITED,
incorporated under the laws of England and Wales

By: DocuSigned by: Manuel Irarrazaval F54B214CABC5432...
Name: Manuel Irarrazaval
Title: Chief Financial Officer

By: DocuSigned by: 7C856ECB100C433...
Name: Márcia Sato
Title: General Counsel and Chief Compliance Officer

[*Consenting Holder Signature Pages on File with Abra*]

Exhibit A

SSEN Term Sheet

Agreed terms of CSSN Amendments

Upfront Fee	▪ $73m upfront fee in the form of additional CSSN convertible notes, to be allocated ratably among the AHG and Elliott, payable at and subject to closing □ Abra may elect to approach CSSN holders outside the AHG to obtain consent, provided that any value provided is no greater than what is paid to AHG holders
Redemption terms	▪ Liquidated damages / Redemption Price in connection with bankruptcy / acceleration "downside scenario" (i.e. last paragraph of Section 6.02 of the CSSN indenture) to be revised to set premium at 115% effective on and after closing date
Structure	▪ Economics to be the same as existing CSSNs except as expressly set forth in this grid □ For the avoidance of doubt, the upfront fee to be due at closing and paid in kind with additional CSSNs is intended to be fungible with existing CSSNs (subject to tax confirmation). If it cannot be fungible for tax purposes, upfront fee will be documented under existing CSSN indenture with separate CUSIP □ Additionally, modifications to Redemption Price set forth above to be applicable to all CSSNs
Consents	▪ Allow SSN refinancing to occur ▪ Waive all GOL related defaults ▪ Align covenants, defaults and similar terms with Castlelake Term Sheet (including, without limitation, incorporation of full LTV Test on a standalone basis into CSSN documentation)
Other terms	▪ New Intercreditor Agreement to be consistent with terms specified in the Castlelake Term Sheet ▪ Standard anti-dilution language with respect to the equity component in the Castlelake Term Sheet ▪ Abra may elect to conduct consent solicitation
Timing	▪ Close contemporaneously with the SSN refinancing and closing of the Castlelake facility
GOL DIP	▪ See Annex A

Annex A

GOL DIP Terms

GOL DIP Terms

Prior to the GOL Exit Date, the CSSN indenture will prohibit Abra from consenting (in accordance with the existing pari passu intercreditor agreement in its capacity as secured creditor of GOL or otherwise) to any priming or pari passu GOL DIP that replaces the existing GOL DIP, other than:

(i) any GOL exit financing to the extent the same pays off (or if the same refinances in full) the existing GOL DIP on or about the GOL Exit Date,

(ii) a replacement GOL DIP that closes on or after January 29, 2025; *provided* that in the case of any such replacement GOL DIP pursuant to this clause (ii), other than an Excluded Replacement DIP[1], that:

a. does not automatically convert into GOL exit financing on the GOL Exit Date, Abra (A) shall use commercially reasonable efforts to afford the Consent Parties a customary ROFO in respect of such replacement GOL DIP and (B) shall not consent to any such replacement GOL DIP not provided by Consent Parties that (x) has an all-in-yield in excess of the all-in yield of a fully underwritten, available replacement GOL DIP offered by Consent Parties (and any co-investors) pursuant to such ROFO (in each case with all-in-yield calculated assuming a one-year life to maturity) or (y) provides for conversion into or repayment with equity, or

b. automatically converts into GOL exit financing on the GOL Exit Date, the all-in yield of the replacement GOL DIP through the GOL Exit Date (calculated assuming a one-year life to maturity (or, if longer, the actual maturity after giving effect to any available maturity extensions) and including any commitment, upfront and similar fees, but excluding any fees or other amounts, including equity, payable on or after the GOL Exit Date (or upon repayment or acceleration)) does not exceed the remaining all-in yield of the existing GOL DIP (calculating based on the actual maturity after giving effect to all remaining available maturity extensions and including all remaining extension, exit and similar fees but excluding any previously paid commitment, upfront or similar fees) by more than 2.00% (it being understood that any such financing which provides for conversion into or repayment with equity prior to the GOL Exit Date shall be deemed to have an all-in-yield that is more than 2.00% above the all-in-yield of the existing GOL DIP), or

(iii) a replacement GOL DIP entered into at a time when (w) there is an event of default that has occurred and is continuing under the existing GOL DIP, (x) such event of default has not been waived after at least 10 business days' notice to the holders of the existing GOL DIP, (y) such GOL DIP event of default is not readily susceptible to cure by GOL and was not engineered by GOL primarily to trigger the applicability of this provision so as to allow a replacement DIP in accordance with this provision and (z) GOL has used (and Abra, to the extent practicable, has used its commercially reasonable best efforts to cause GOL to use) its commercially reasonable efforts to cure such event of default to the extent the same is susceptible of cure; *provided*, the foregoing clauses (x) through (z) shall not apply if the existing GOL DIP lenders (or an agent on their behalf) have made any filing with the bankruptcy court to enforce or exercise remedies with respect to such continuing event of default.

[1] "Excluded Replacement DIP" means any replacement GOL DIP that closes on or after July 29, 2025.

Abra shall use commercially reasonable efforts to afford the Consent Parties the right to participate in up to $33^{1}/_{3}$% of any such replacement GOL DIP or exit financing, allocated among the Consent Parties as they shall agree among themselves.

"Consent Parties" means each holder of CSSNs that is party to the TSA.

Exhibit B

FORM OF ADDITIONAL CONSENTING HOLDER JOINDER

The undersigned (the "Additional Consenting Holder") hereby:

(a) acknowledges that it has read and understands the Transaction Support Agreement (together with the exhibits and attachments thereto (including the SSEN Term Sheet), as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), dated as of August 18, 2024, entered into by and among (i) Abra Global Finance, incorporated as an exempted company under the laws of the Cayman Islands with registered number 395290 (the "Issuer"), (ii) Abra Group Limited, incorporated under the laws of England and Wales with registered number 13926427 (Abra") and (iii) the other Consenting Holders from time to time party thereto,

(b) represents and warrants that (w) the entire aggregate principal amount of Notes it Holds is set forth on its signature page to this joinder, (x) each of its Affiliates that Hold Notes have signed the Agreement or a Joinder with respect to the entire aggregate principal amount of Notes Held thereby and (y) it has full power and authority to (or to direct its Affiliates to) act on behalf of, vote and consent to matters concerning such Notes, including to bind such Affiliates to the terms of the Agreement (and, if applicable, a Joinder); and

(c) with respect to the Notes Held by such Additional Consenting Holder, agrees from and after the date of this joinder to be bound to the terms and conditions (including the covenants and obligations under) of the Agreement, and shall be deemed a "Consenting Holder" under the terms of the Agreement.

The Additional Consenting Holder hereby makes, as of the date hereof, all representations and warranties made therein by all other Consenting Holders. All Notes held by such Additional Consenting Holder (now or hereafter) shall be subject in all respects to the Agreement. All notices and other communications given or made pursuant to the Agreement shall be sent to the Additional Consenting Holder at the address set forth below in the Additional Consenting Holder's signature below.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

Date Executed: _____, 2024

[Name of Additional Consenting Holder],

By: _____
Name:_____
Title: _____

Holdings:

$_____ of SSENs

$_____ of SSNs

Address for notices:
[Additional Consenting Holder to provide]

EXHIBIT B

Forbearance Agreement and Related Amendments

FORBEARANCE AGREEMENT

This FORBEARANCE AGREEMENT, dated as of January 25, 2024 (this "Agreement"), is by and among Abra Global Finance, incorporated as an exempted company under the laws of the Cayman Islands with registered number 395290 (the "Issuer"), Abra Group Limited, incorporated under the laws of England and Wales with registered number 13926427 (the "Guarantor"), and noteholders (or investment managers or advisors to noteholders) beneficially owning, in the aggregate, more than 66.67% in principal amount of the outstanding SSENs (as defined below) and SSNs (as defined below) (the "Forbearing Holders," and together with the Issuer and the Guarantor, the "Parties," and each, individually, a "Party"). Capitalized terms used but not otherwise defined in this Agreement have the same meanings as specified in the applicable Indenture (as defined below).

RECITALS

WHEREAS, reference is made to that certain Indenture, dated as of March 2, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "SSEN Indenture"), by and among the Issuer, the Guarantor, The Bank of New York Mellon, as Trustee (the "SSEN Trustee") and TMF Group New York, LLC, as Collateral Agent (the "SSEN Collateral Agent"), pursuant to which the Issuer issued and has outstanding Senior Secured Exchangeable Notes due 2028 (the "SSENs"; the SSEN Indenture, together with any Collateral Documents (as defined in the SSEN Indenture) and any other documents governing the SSENs, including any related note purchase agreements, the "SSEN Note Documents");

WHEREAS, reference is made to that certain Indenture, dated as of March 2, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "SSN Indenture", and together with the SSEN Indenture, the "Indentures"), by and among the Issuer, the Guarantor, The Bank of New York Mellon, as Trustee (the "SSN Trustee", and together with the SSEN Trustee, the "Trustees") and TMF Group New York, LLC, as Collateral Agent (the "SSN Collateral Agent", and together with the SSEN Collateral Agent, the "Collateral Agents"), pursuant to which the Issuer issued and has outstanding Senior Secured Notes due 2028 (the "SSNs", and together with the SSENs, the "Notes"; the SSN Indenture, together with any Collateral Documents (as defined in the SSN Indenture) and any other documents governing the SSNs, including any related note purchase agreements, the "SSN Note Documents", and the SSN Note Documents, together with the SSEN Note Documents, the "Note Documents");

WHEREAS, it is anticipated that on or about January 25, 2024, Gol Linhas Aéreas Inteligentes S.A. ("GLAI") and/or certain subsidiaries or affiliates thereof (collectively, the "GOL Debtors") may commence cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code" and such cases, the "Chapter 11 Cases" and, the date on which the Chapter 11 Cases commence, the "Petition Date");

WHEREAS, in connection with the Chapter 11 Cases, the GOL Debtors may obtain debtor-in-possession financing (a "GOL DIP");

WHEREAS, the Issuer and the Guarantor, in order to protect the value of their investments in GLAI, have requested that Elliott Investment Management L.P. (on behalf of certain funds and/or affiliates that are Forbearing Holders, "Elliott") and Forbearing Holders that are members of an *ad hoc* group of holders of the Notes represented by Dechert LLP (the "Ad Hoc Group") provide a GOL DIP on terms acceptable to Elliott and the members of the Ad Hoc Group (a "Specified GOL DIP," and any GOL DIP that is not a Specified GOL DIP, a "Third Party GOL DIP");

WHEREAS, the Forbearing Holders, without waiving any of their rights to call Events of Default under the Indentures relating to the Chapter 11 Cases or any GOL DIP (including without limitation any Specified GOL DIP), have engaged in discussions with GOL regarding the possible provision of a Specified GOL DIP;

WHEREAS**,** the Issuer and the Guarantor have requested that the Forbearing Holders temporarily forbear from exercising any and all of their rights, powers and remedies with respect to the Specified Defaults (as defined in Schedule I) on the terms and subject to the conditions contained herein;

WHEREAS, each of the Forbearing Holders is willing to forbear in the exercise of all of its rights and remedies (subject to Section 16(b) hereof) in respect of each of the Specified Defaults under the Note Documents and under applicable law, rule or regulation, including, without limitation, (a) any right to accelerate any principal, premium or interest in respect of the Notes or any other Notes Obligations and (b) any right of set off and recoupment (all such rights and remedies, collectively, the "Rights and Remedies") during the period commencing on the Petition Date and terminating upon the occurrence of a Termination Event (as defined below) (the "Forbearance Period").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. Defaults. Each of the Specified Defaults, if it has occurred or were to occur, does or would or may constitute an Event of Default under the applicable Indenture (upon the expiration of any and all applicable cure periods and giving of any and all required notices).

SECTION 2. Limited Forbearance.

(a) Subject to the terms and conditions of this Agreement, each Forbearing Holder (severally and not jointly) hereby agrees to forbear (solely in its capacity as a beneficial holder of Notes), and hereby instructs the applicable Trustee and the applicable Collateral Agent to forbear, in each case, from exercising any of the Rights and Remedies with respect to any Specified Default during the Forbearance Period (the "Limited Forbearance"). For the avoidance of doubt, during the Forbearance Period, each Forbearing Holder agrees that it (individually or collectively) will not deliver (and will not take any action to cause any registered holder of the Notes or any Depositary or nominee thereof or participant therein to deliver) any notice, instruction or request to the applicable Trustee or the applicable Collateral Agent directing such Trustee or Collateral Agent, as applicable, in each case, to exercise any of the Rights and Remedies against the Issuer,

the Guarantor, any of their respective subsidiaries or any property or assets of any of the foregoing with respect to the Specified Default.

(b) The Limited Forbearance is limited in nature and is not intended, and shall not be deemed or construed (i) to constitute a waiver of any Specified Default or any other existing or future Defaults or Events of Default or compliance with any term or provision of the Note Documents or applicable law or any options, rights and remedies to which the Forbearing Holders may be entitled, (ii) as a waiver of the Issuer's or the Guarantor's obligations to timely comply with all of its obligations under the Notes Documents, including, without limitation, its obligation to pay interest on unpaid interest pursuant to the terms of the Indentures or (iii) to establish a custom or course of dealing between the Issuer and the Guarantor, on the one hand, and any noteholder, on the other hand. Each of the Issuer and the Guarantor acknowledges and agrees that the agreement of the Forbearing Holders hereunder to the limited forbearance from exercising their default-related remedies with respect to the Specified Defaults shall not constitute a waiver of the Specified Defaults or any other Default or Event of Default that may be outstanding on the date hereof or any Default or Event of Default that may occur after the date hereof (which are hereby preserved), and that, except as expressly set forth in this Agreement, the Trustees, the Collateral Agents and the Forbearing Holders shall be entitled to exercise all rights and remedies that the Trustees, the Collateral Agents and the Forbearing Holders may have under any or all of the Note Documents and applicable law in connection with all Defaults or Events of Default.

(c) Upon the termination or expiration of the Forbearance Period:

(i) the Limited Forbearance shall immediately and automatically terminate and shall have no further force and effect;

(ii) each of the Forbearing Holders shall be released from any and all obligations and agreements under this Agreement;

(iii) subject to the terms of the Note Documents and applicable law, the Forbearing Holders shall be free to proceed to enforce any or all of their Rights and Remedies set forth in the Indentures, the other Note Documents and applicable law (x) without the requirement of any demand, presentment, protest, or notice of any kind, all of which the Issuer and the Guarantor hereby waive, and (y) as if this Agreement had not occurred and the Limited Forbearance had not occurred.

(d) The Parties hereto agree that the running of all statutes of limitation and the doctrine of laches applicable to all claims or causes of action that the Trustees, the Collateral Agents and the Forbearing Holders may be entitled to take or bring in order to enforce its rights and remedies against the Issuer or the Guarantor, any of their respective subsidiaries or any property or assets of any of the foregoing in respect of the Specified Defaults are, to the fullest extent permitted by law, tolled and suspended during the Forbearance Period.

(e) Execution of this Agreement constitutes a direction by each of the Forbearing Holders that each Trustee and Collateral Agent shall not exercise any Rights and Remedies during the Forbearance Period, including if any holder of Notes directs or instructs otherwise during the Forbearance Period, and otherwise shall act or forbear from acting in accordance with the terms of

this Agreement; *provided*, however, that, for the avoidance of doubt, no Forbearing Holder shall be deemed to have indemnified (or committed to provide indemnification) to the Trustee or the Collateral Agent by its execution of this Forbearance Agreement.

(f) Each of the Issuer and the Guarantor understands and accepts the temporary nature of the Limited Forbearance provided hereby and that none of the Forbearing Holders have given any assurances that they will extend such Limited Forbearance or provide waivers or amendments to the Indentures or any other Note Document other than those expressly provided for herein.

(g) Each of the Issuer and the Guarantor understands and accepts that, subject to this Agreement, all rights and remedies that the Trustees, the Collateral Agents and the Forbearing Holders have under the Note Documents and applicable law with respect to the Issuer and the Guarantor shall continue to be available to the Trustees, the Collateral Agents and the Forbearing Holders.

(h) Subject in all respects to Section 3 hereof, the Forbearing Holders hereby acknowledge and agree that no default interest shall accrue or be payable under the Indentures during the Forbearance Period as a result of the Specified Defaults (including if the Notes of any series are accelerated during the Forbearance Period on the basis thereof).

SECTION 3. Fees. As consideration for the Limited Forbearance, the Issuer and the Guarantor hereby agree to, as promptly as practicable and no later than the fifth Business Day following the Petition Date (subject to the Administrative Extension (as defined below)), execute supplemental indentures which shall provide for the payment of the following fees by the dates specified below:

(a) to holders of the Notes of each series as of the date of execution of the applicable supplemental indenture or the first Business Day thereafter as the Trustee may require for administrative purposes (the "Forbearance Fee Date"), a one time forbearance fee (the "Forbearance Fee") in an amount equal to 1.00% of the aggregate principal amount of Notes of such series (and giving effect to accrued and unpaid interest on the Notes through the Effective Date and understanding that additional interest will accrue thereon (including any Ticking Fee) from the Effective Date), which Forbearance Fee shall be (x) fully earned on the Effective Date and (y) paid-in-kind by capitalizing the Forbearance Fee and adding it to the principal amount of the applicable series of Notes for the ratable benefit of such holders effective as of the Forbearance Fee Date; and

(b) to holders of Notes of each series, in addition to amounts otherwise payable under the applicable Indenture, a ticking fee at a per annum rate of 2.50% multiplied by the aggregate principal amount of Notes of such series outstanding from time to time (the "Ticking Fee"), which Ticking Fee shall (x) be earned and accrue daily from and including the Effective Date to, but excluding, the last day of the Forbearance Period, (y) be computed on the basis of a 360-day year composed of twelve 30-day months and, for a partial month, on the basis of the number of days actually elapsed in a 30-day month and (z) be paid in-kind for the ratable benefit of such holders and capitalized on each Interest Payment Date (and which Ticking Fee may be implemented as an increase to the interest rate otherwise applicable under the Indentures for the applicable period).

For the avoidance of doubt, upon the capitalization of any such Forbearance Fee or Ticking Fee, such capitalized amounts shall thereafter constitute Notes of the applicable series for all purposes of the applicable Indenture (including for purposes of interest and other fees thereafter payable thereunder or hereunder).

The Issuer and the Guarantor shall use reasonable best efforts to cause all Forbearance Fees and the Ticking Fees to be paid and reflected in the book-entry facilities of the DTC on the date on which such amounts are to be capitalized, including by entering into any relevant supplemental indentures and/or delivering necessary instructions to the Trustees, it being understood and agreed that the failure for such amounts to be so paid or reflected due to mechanical or administrative difficulties (including with respect to any actions to be taken involving DTC, any DTC participant or the Trustees) shall not constitute a breach by the Issuer or the Guarantor of their obligations hereunder so long as they are compliant with this sentence and the relevant supplemental indentures are executed within five Business Days of the date otherwise required hereunder (this paragraph, the "Administrative Extension").

SECTION 4. Termination of Forbearance. The occurrence of any of the following events or circumstances shall constitute a termination event as to any series of Notes with respect to the Limited Forbearance (each, a "Termination Event"):

(i) the occurrence of any Event of Default under the applicable Indenture that is not a Specified Default;

(ii) the repudiation in writing by the Issuer or Guarantor of any obligation under this Agreement, or any of the Note Obligations;

(iii) the commencement of any legal proceeding by the Issuer or Guarantor against any Forbearing Holder, the Trustee, or the Collateral Agent;

(iv) the date on which the Issuer or the Guarantor becomes subject to a petition for relief under the Bankruptcy Code or any similar debtor relief law;

(v) failure by the Issuer or the Guarantor to timely comply with or perform under any provision of this Agreement (including, without limitation, and for the avoidance of doubt, Section 3, Section 20, and Section 21 hereof);

(vi) (a) the termination by the Guarantor of its obligations to reimburse Dechert LLP and Padis Mattar Advogados, as counsel to the Ad Hoc Group, pursuant to that certain letter agreement dated as of January 10, 2024 or (b) the failure by the Guarantor to make timely payment of any amounts due thereunder (excluding amounts previously paid or payable by the GOL Debtors in accordance with any Specified GOL DIP, except to the extent not paid by the GOL Debtors when due);

(vii) (a) the termination by the Guarantor of its obligations to reimburse Houlihan Lokey Capital Inc, as financial advisor to Dechert as counsel to the Ad Hoc Group, pursuant to that certain letter agreement dated as of January 18, 2024 or (b) the failure by the Guarantor to make timely payment of any amounts due thereunder (excluding any

amounts previously paid or payable by the GOL Debtors in accordance with any Specified GOL DIP, except to the extent not paid by the GOL Debtors when due);

(viii) any representation or warranty of the Issuer or the Guarantor contained herein shall have been incorrect or misleading in any material respect when made;

(ix) the occurrence of an Early Termination Date (as defined below);

(x) the date that is thirty (30) calendar days after delivery by Directing Forbearing Holders (as defined below) to the Guarantor of a written notice of termination (email from Dechert LLP on behalf of such holders being sufficient), which notice may be delivered at any time on or after the 120th calendar day after the date on which the bankruptcy court enters an order approving a Specified GOL DIP on an interim basis; and

(xi) the date that is the earlier of (a) ten (10) Business Days after an "Event of Default" under the Specified GOL DIP has occurred and is continuing, provided such "Event of Default" has not been waived in writing (email being sufficient) prior to such tenth (10th) Business Day and (b) five (5) calendar days after the date on which any Specified GOL DIP has been accelerated following an "Event of Default" thereunder (any termination of the Forbearance Period pursuant to this clause (xi), a "GOL DIP Termination Event").

An "Early Termination Date", if any, shall be any date that is:

(a) if the GOL Debtors do not file a motion with the bankruptcy court on the Petition Date seeking approval of a GOL DIP, five (5) calendar days after the Petition Date; *provided*, no Early Termination Date shall occur pursuant to this clause (a) if the GOL Debtors file a motion with the bankruptcy court on or prior to such fifth calendar day seeking approval of a Specified GOL DIP;

(b) if any of the GOL Debtors file a motion with the bankruptcy court seeking approval of a Third Party GOL DIP, five (5) calendar days after the date of such filing; or

(c) if the GOL Debtors file a motion with the bankruptcy court seeking approval of a Specified GOL DIP and the bankruptcy court does not enter an order approving such Specified GOL DIP on a final basis on or prior to the date that is forty-five (45) calendar days after the Petition Date (or such later date to which the corresponding milestone in the Specified GOL DIP is extended with the consent of the requisite lenders under the Specified GOL DIP), the earlier of (x) forty-five (45) calendar days after the Petition Date (or such later date) and (y) five (5) calendar days after the earlier of (x) the bankruptcy court's rejection of such Specified GOL DIP and (y) any withdrawal of the motion seeking approval of such Specified GOL DIP.

The "Directing Forbearing Holders" shall mean, as to either series of Notes, Forbearing Holders collectively holding at least 34% in aggregate principal amount of such series of Notes.

Each of the Issuer and the Guarantor acknowledges and agrees that the occurrence of a Termination Event shall constitute an immediate Event of Default under the applicable Indenture to the extent any Specified Default shall have occurred, be continuing and then constitute an Event of Default

as though this Agreement had never come into effect. Each of the Issuer and the Guarantor shall provide notice to the Forbearing Holders promptly upon (and, in no event later than one (1) Business Day following an executive officer acquiring actual knowledge of) the occurrence of any Termination Event (other than the occurrence of the Forbearance Outside Date).

SECTION 5. Confirmation of Loan Documents and Liens. Each of the Issuer and the Guarantor hereby confirms and ratifies all of its obligations under the Note Documents to which it is a party. By its execution on the respective signature lines provided below, each of the Issuer and the Guarantor hereby confirms and ratifies all of its obligations and the Liens granted by it under the Note Documents to which it is a party and confirms that all references in such Note Documents to the "Indenture" (or words of similar import) refer to the applicable Indenture as waived and amended hereby without impairing any such obligations or Liens in any respect.

SECTION 6. Representations and Warranties.

(a) Each of the Issuer and the Guarantor hereby represents and warrants to the Forbearing Holders that as of the date hereof:

(i) its execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or limited liability company action;

(ii) this Agreement has been duly executed and delivered by it and constitutes, when executed and delivered by the other Parties, a legal, valid and binding obligation of such Issuer or Guarantor, as applicable, enforceable against such Issuer or Guarantor, as applicable, Party in accordance with its terms, subject to (a) the effects of bankruptcy, insolvency, moratorium, reorganization, examinership, fraudulent conveyance or other similar laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and (c) implied covenants of good faith and fair dealing; and

(iii) no Event of Default has occurred and is continuing other than any Specified Default (to the extent it has occurred on the date hereof).

(b) Each of the Forbearing Holders confirms that it beneficially owns (or is investment manager or advisor to the beneficial owner of) Notes in an aggregate principal amount equal to the amount set forth on its signature page to this Agreement or the joinder hereto.

(c) Each of the Parties hereto hereby confirms that each of the following statements is true, accurate and complete as to such Party as of the date hereof:

(i) such Party has carefully read and fully understands all of the terms and conditions of this Agreement;

(ii) such Party has consulted with, or had a full and fair opportunity to consult with, an attorney regarding the terms and conditions of this Agreement;

(iii) such Party has had a full and fair opportunity to participate in the drafting of this Agreement;

(iv) such Party is freely, voluntarily and knowingly entering into this Agreement; and

(v) in entering into this Agreement, such Party has not relied upon any representation, warranty, covenant or agreement not expressly set forth herein or in the other Note Documents.

SECTION 7. Effective Date. This Agreement shall be binding and effective on the first day (the "Effective Date") on which this Agreement is executed and delivered by the Issuer, the Guarantor and Forbearing Holders collectively constituting the Supermajority Holders as defined in each Indenture (*i.e.*, holders of Notes beneficially owning, in the aggregate, more than 66.67% in principal amount of each series of the outstanding Notes).

SECTION 8. Indentures Governs. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any noteholder, the Trustees or the Collateral Agents under the Indentures or any other Note Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Indentures or any other Note Document, all of which shall continue in full force and effect. Nothing herein shall be deemed to entitle the Issuer or Guarantor to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Indentures or any other Note Document in similar or different circumstances.

SECTION 9. Governing Law; Waiver of Jury Trial; Jurisdiction. THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The provisions of the second and third paragraphs of Sections 17.04 and Section 17.14 of the applicable Indenture are incorporated herein by reference, *mutatis mutandis*.

SECTION 10. Successors and Assigns.

(a) Neither the Issuer nor the Guarantor may assign any rights or obligations under this Agreement.

(b) A Forbearing Holder may not assign or transfer any interest of any kind in any of the Notes (a "Notes Assignment") it beneficially owns unless any of the below conditions are satisfied (the "Assignment Conditions"):

(i) to the extent such Forbearing Holder is managing the Notes on behalf of a fund, the Notes Assignment is to another fund managed by the Forbearing Holder, in which case, such Notes shall automatically be deemed to be subject to the terms of this Agreement;

(ii) the Notes Assignment is to any other Forbearing Holder (including through a broker-dealer intermediary), in which case, such Notes shall automatically be deemed to be subject to the terms of this Agreement; or

(iii) the assignee or transferee thereof shall enter into and deliver to the Issuer an executed copy of a joinder agreement substantially in the form of Exhibit A hereto within three (3) Business Days of the closing of such Notes Assignment.

So long as any Notes Assignment satisfies at least one Assignment Condition, the assignee or transferee under such Notes Assignment shall be deemed to be a Forbearing Holder hereunder and the assignor or transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations. Any assignment by a Forbearing Holder of any interest in any Note that does not satisfy an Assignment Condition shall be null and void *ab initio*.

(c) Each of the Issuer and the Guarantor understands that the Forbearing Holders are engaged in a wide range of financial services and businesses. In furtherance of the foregoing, each of the Issuer and the Guarantor acknowledges and agrees that, to the extent a Forbearing Holder expressly indicates on its signature page hereto that it is executing this Agreement on behalf of specific trading desk(s) and/or business group(s) of the Forbearing Holder that principally manage and/or supervise the Forbearing Holder's investment in the Issuer or the Guarantor, the obligations set forth in this Agreement shall only apply to such trading desk(s) and/or business group(s) and shall not apply to any other trading desk or business group of the Forbearing Holder so long as they are not acting at the direction or for the benefit of such Forbearing Holder or such Forbearing Holder's investment in the Issuer or the Guarantor; provided that the foregoing shall not diminish or otherwise affect the obligations and liability therefor of any legal entity that executes this Agreement.

(d) This Agreement shall in no way be construed to preclude the Forbearing Holders from acquiring additional Notes; provided, that any acquired Notes shall automatically and immediately upon acquisition by a Forbearing Holder be deemed subject to the terms of this Agreement. Notwithstanding the foregoing, each Forbearing Holder is aware that United States securities laws may prohibit any person who has material, non-public information concerning a company or entity which has issued securities (including the Issuer) from purchasing or selling securities of such company or entity, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person will purchase or sell such securities.

SECTION 11. Additional Parties. Without in any way limiting the provisions hereof, additional holders or beneficial owners of Notes may on or prior to 5:00 p.m. New York City time on February 9, 2024 (the "Joinder Deadline Date") (or thereafter with the consent of the Issuer) elect to become Parties to this Agreement by executing and delivering to the Issuer (via email to Marcia Sato at marcia.sato@abragroup.net, with a copy to Benjamin S. Arfa, Wachtell, Lipton, Rosen & Katz, at bsarfa@wlrk.com) a joinder agreement substantially in the form of Exhibit A hereto. Such additional holder or beneficial owner of Notes shall become a Forbearing Holder under this Agreement in accordance with the terms of this Agreement. Each such additional party shall be paid its Forbearance Fee under Section 3(a) as though the date of its joinder was the date

of this Agreement for such purpose and shall be paid its Ticking Fees in accordance with Section 3(b).

SECTION 12. Headings. Section headings in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 13. Counterparts. This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Any signature to this Agreement may be delivered by facsimile, electronic mail (including a "pdf" or "tif") or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the Parties hereto represents and warrants to the other Parties hereto that it has the corporate (or similar) capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such Party's constitutive documents.

SECTION 14. Amendments; Execution in Counterparts. The provisions of this Agreement may be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may only be given by an instrument in writing signed by the Issuer and Forbearing Holders holding at least a majority of the principal amount of Notes held by the Forbearing Holders at the applicable time (the "Requisite Forbearing Holders"). Notwithstanding the previous sentence, any provision in this Agreement may be waived by an instrument in writing signed by the Issuer or the Requisite Forbearing Holders on behalf of the Forbearing Holders, as applicable, against whom such waiver is to be effective, and the Forbearance Period, any date and any deadline set forth herein may be extended by written consent of the Issuer or the Requisite Forbearing Holders on behalf of the Forbearing Holders, as applicable, against whom such extension is to be effective (which may be evidenced by email from counsel to the Issuer or counsel to the Forbearing Holders, as applicable).

SECTION 15. Severability. The invalidity, illegality or unenforceability of any provision in or obligation under this Agreement in any jurisdiction shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement or of such provision or obligation in any other jurisdiction.

SECTION 16. Interpretation.

(a) This Agreement is the product of negotiations of the Parties and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

(b) Notwithstanding anything in this Agreement to the contrary,

(i) any forbearance or waiver by the Forbearing Holders pursuant to this Agreement is limited to their capacity as a holder of Notes only, and does not extend to any other rights or remedies that the Forbearing Holders may exercise in any other capacity;

(ii) all rights and obligations of the Forbearing Holders pursuant to this Agreement are several and not joint; and

(iii) no Forbearing Holder shall have any liability or obligation pursuant to this Agreement due to any action or inaction of any other Forbearing Holder.

SECTION 17. Relationship of Parties; No Third Party Beneficiaries. Nothing in this Agreement shall be construed to alter the existing debtor-creditor relationship between the Issuer and the Guarantor, on the one hand, and the Forbearing Holders, on the other hand. This Agreement is not intended, nor shall it be construed, to create a fiduciary, partnership, or joint venture relationship between or among any of the Parties hereto. No person other than a Party hereto is intended to be a beneficiary hereof and no person other than a Party hereto shall be authorized to rely upon or enforce the contents of this Agreement.

SECTION 18. Separately Managed Accounts. The Parties hereto acknowledge that all representations, warranties, covenants and other agreements made by or with respect to any holder of Notes that is a separately managed account of an investment manager identified on the signature pages hereto (the "Manager") are being made only with respect to the assets managed by such Manager on behalf of such holder of Notes, and shall not apply to (or be deemed to be made in relation to) any assets or interests that may be beneficially owned by such holder of Notes that are not held through accounts managed by such Manager.

SECTION 19. Confidentiality. Except to the extent required by applicable law, rule, regulation or compulsory legal process, each of the Issuer and the Guarantor shall hold confidential, and shall not distribute or otherwise share with third parties, the holdings of Notes of individual Forbearing Holders (the "Individual Holdings") other than with advisors to the Issuer, in each case, who agree to hold the Individual Holdings confidential and not distribute or otherwise share them with any other party.

SECTION 20. Acceptable Subordination and Turnover Agreement. The Issuer and the Guarantor shall, (x) no later than the initial advance of funds under any Specified GOL DIP, have executed and delivered a subordination and turnover agreement in favor of the Specified GOL DIP lenders in form and substance reasonably satisfactory to the Guarantor and the requisite lenders under the definitive documentation for the Specified GOL DIP (an "Acceptable Subordination and Turnover Agreement"), which shall subordinate the Issuer's and the Guarantor's claims in respect of the GOL Senior Secured Exchangeable Notes due 2028 and the GOL Senior Secured Notes due 2028 (together, the "GOL 2028 Notes") to the obligations under the Specified GOL DIP, and (y) no later than the 10th Business Day following the initial advance of funds under any Specified GOL DIP, (A) have caused the collateral agent in respect of the GOL 2028 Notes to execute a joinder to the Acceptable Subordination and Turnover Agreement, subordinating such collateral agent's

liens held for the benefit of the Issuer and Guarantor in respect of the GOL 2028 Notes to the liens securing the Specified GOL DIP, and (B) have instructed the collateral agent in respect of the 8.00% Senior Secured Notes due 2026 issued by GOL Finance to execute a joinder to the Acceptable Subordination and Turnover Agreement, subordinating such collateral agent's liens held for the benefit of the "Secured Parties" (as defined in that certain Intercreditor Agreement, dated as of March 2, 2023, and amended and restated as of September 29, 2023, between, the collateral agent in respect of the GOL 2028 Notes and the trustee and the collateral agent in respect of the 8.00% Senior Secured Notes due 2026 issued by GOL Finance) to the liens securing the Specified GOL DIP on terms reasonably acceptable to the requisite lenders under the definitive documentation for the Specified GOL DIP. The Acceptable Subordination and Turnover Agreement shall include, *inter alia*, express authority, solely upon and subject to the occurrence of a GOL DIP Termination Event or the commencement of insolvency proceedings in respect of either the Issuer or the Guarantor, for the requisite lenders under the definitive documentation for the Specified GOL DIP to exclusively exercise all voting rights and exercise all remedies as holders of the GOL 2028 Notes, and shall expressly provide that the agent and lenders in respect of the Specified GOL DIP shall have no agency, fiduciary or other implied duties to the Issuer or the Guarantor with respect to the exercise of any voting rights or remedies and that the Issuer and the Guarantor waives and releases any claim that it may have against the agent and lenders in respect of the Specified GOL DIP with respect to any breach or alleged breach of any such agency, fiduciary or other duty in connection with such exercise of rights or remedies.

SECTION 21. Deposit of Prepetition Bridge Loans Repayments in Cash Collateral Account. The Issuer and the Guarantor shall cause any and all proceeds received by them from the repayment of the Pre-DIP Bridge Financing (as defined in Schedule I) to be deposited into the same deposit account holding the Unapplied Balance (as defined in the Indentures) and to be maintained in such account as part of the Unapplied Balance for all purposes under the Indentures from and after the date on which funds are received.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

ABRA GLOBAL FINANCE

By: DocuSigned by: Constantino de Oliveira Junior 13B2D0632FA945F...

Name: Constantino de Oliveira Junior
Title: Director

ABRA GROUP LIMITED

By: DocuSigned by: Manuel Irarrazaval F54B214CABC5432...

Name: Manuel Irarrazaval
Title: Chief Financial Officer

[Forbearing Holder Signature Pages on File with Abra]

Schedule I

Each of following shall constitute "Specified Defaults":

1. All Defaults or Events of Default (including cross-defaults) that may occur or arise under any provision of the Note Documents solely as a result of the commencement by the GOL Debtors' of their Chapter 11 Cases.

2. All Defaults or Events of Default (including cross-defaults) that may occur or arise under any provision of the Note Documents solely as a result of the GOL Debtors' entry into and consummation of any GOL DIP and, solely in the case of a Specified GOL DIP, the GOL Debtors' compliance with the terms, conditions and covenants therein.

3. All Defaults or Events of Default (including cross-defaults) that may occur or arise under any provision of the Note Documents as a result of the filing by any person other than the Guarantor or the Issuer of any pleading challenging the validity, priority or perfection, as applicable, of the Notes Obligations (as defined in each Indenture), the GOL Senior Secured Exchangeable Notes due 2028, the GOL Senior Secured Notes due 2028 or the liens securing the foregoing or any pleading seeking to recharacterize, subordinate, equitably subordinate, or otherwise reduce the foregoing in any way, but excluding any Default or Event of Default that would occur as a result of: any GOL Debtor, the Issuer, or the Guarantor affirmatively filing such pleading or failing to timely object to the same.

4. Solely to the extent the Guarantor or its subsidiaries advance financing to GLAI or its subsidiaries on or after January 22, 2024 and prior to the commencement of the Chapter 11 Cases (any such financing, "Pre-DIP Bridge Financing"), any Default or Event or Default (including cross-defaults) that may occur or arise under the Note Documents as a result of (a) the repayment by GLAI or its subsidiaries of up to $15 million in aggregate principal amount of such Pre-DIP Bridge Financing, (b) the waiver by the Guarantor or its subsidiaries of any prepayment penalty or similar fee otherwise payable in connection such repayment and (c) the failure by the Guarantor or its subsidiaries to apply the proceeds of such repayment to repay the Notes or the SSNs.

5. Failure to give notice of any of the foregoing.

Exhibit A

[FORM OF FORBEARANCE JOINDER AGREEMENT]

[Date]

Abra Global Finance
Floor 4, Willow House, Cricket Square
Grand Cayman, Cayman Islands
KY1-9010

Attention: Henrique Roloff
Email: hroloff@bpiconsultoria.com.br

Abra Group Limited
3rd Floor 1 Ashley Road
Altrincham, Cheshire, WA14 2DT

Attention: Manuel Irarrazaval
Email: mji@abragroup.net

Cc: matthew.chou@rothschildandco.com; rgmason@wlrk.com; bsarfa@wlrk.com; jafeltman@wlrk.com

RE: Forbearance Agreement

Ladies and Gentlemen:

Reference is made to the Forbearance Agreement, dated as of January [●], 2024, entered into between the Issuer and the Forbearing Holders party thereto (such Forbearance Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Forbearance Joinder Agreement, being the "Forbearance Agreement"). Any capitalized terms not defined in this Forbearance Joinder Agreement have the meanings given to them in the Forbearance Agreement.

SECTION I. Joining Obligations Under the Forbearance Agreement. The undersigned hereby agrees, as of the date first above written, to join and to be bound as a Forbearing Holder by all of the terms and conditions of the Forbearance Agreement to the same extent as each of the other Forbearing Holders thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Forbearance Agreement to a "Forbearing Holder" shall also mean and be a reference to the undersigned, including the making of each representation and warranty set forth in Section 6 of the Forbearance Agreement.

SECTION II. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Forbearance Joinder Agreement by telecopier or in .PDF or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Forbearance Joinder Agreement.

SECTION III. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc. The Parties hereto hereby agree that Section 9 of the Forbearance Agreement shall apply mutatis mutandis to this Forbearance Joinder Agreement.

[*Signature Page Follows*]

[●], as a Forbearing Holder

By: _____
Name:
Title:

Notes Beneficially Owned:

FIRST AMENDMENT AND EXTENSION TO FORBEARANCE AGREEMENT

This FIRST AMENDMENT AND EXTENSION (this "Amendment"), dated as of June 10, 2024, to the Forbearance Agreement referred to below by and among the holders (or investment managers or advisors to holders) of Notes identified on the signature pages hereof (the "Extending Holders"), Abra Global Finance, incorporated as an exempted company under the laws of the Cayman Islands with registered number 395290 (the "Issuer"), and Abra Group Limited, incorporated under the laws of England and Wales with registered number 13926427 (the "Guarantor"; together with the Issuer and each Extending Holder, the "Parties," and each, individually, a "Party"). Capitalized terms used but not otherwise defined in this Amendment have the meanings as specified in the Forbearance Agreement.

RECITALS

WHEREAS, on January 25, 2024, the Forbearing Holders, the Issuer and the Guarantor entered into a Forbearance Agreement (as in effect immediately prior to this Amendment, the "Forbearance Agreement"), whereby the Forbearing Holders agreed, among other things, to temporarily forbear from exercising their Rights and Remedies in respect of the Specified Defaults on the terms and subject to the conditions contained in the Forbearance Agreement;

WHEREAS, the Issuer and the Guarantor have requested, and the Extending Holders collectively constituting the Requisite Forbearing Holders have agreed, to extend the Forbearance Period under the Forbearance Agreement on and subject to the terms set forth in this Amendment (the "Forbearance Extension");

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. Amendment to Forbearance Agreement.

(a) Clause (x) of Section 4 of the Forbearance Agreement is hereby deleted in its entirety and replaced with the following:

> "(x) the date that is thirty (30) calendar days after delivery by Directing Forbearing Holders (as defined below) to the Guarantor of a written notice of termination (email from Dechert LLP on behalf of such holders being sufficient), which notice may be delivered at any time on or after the Forbearance Standstill Expiration Date; and"

(b) In addition, the following terms shall have the meaning set forth below for all purposes of the Forbearance Agreement as in effect from time to time.

"Forbearance Standstill Expiration Date" shall mean July 27, 2024.

"Specified Day Count" shall equal 250.

SECTION 2. Fees. As consideration for the Forbearance Extension, the Issuer and the Guarantor hereby agree to, as promptly as practicable and no later than the fifth Business Day following the Amendment Effective Date (subject to the Administrative Extension (as defined below)), execute supplemental indentures which shall provide, as applicable:

(a) for payment to holders of the Notes of each series as of the date of execution of the applicable supplemental indenture or the first Business Day thereafter as the applicable Trustee may require for administrative purposes (the "First Forbearance Extension Fee Date"), a one time forbearance fee (the "First Forbearance Extension Fee") in an amount equal to 1.00% of the aggregate principal amount of Notes of such series (and giving effect to accrued and unpaid interest on the Notes through the Amendment Effective Date and understanding that additional interest will accrue thereon (including any Ticking Fee) from the Amendment Effective Date), which First Forbearance Extension Fee shall be (x) fully earned on the Amendment Effective Date and (y) paid-in-kind by capitalizing the applicable First Forbearance Extension Fee and adding it to the principal amount of the applicable series of Notes for the ratable benefit of such holders effective as of the First Forbearance Extension Fee Date.

(b) for an amendment to the SSN Indenture to add the following as a new paragraph immediately prior to the last sentence of the definition of "Applicable Premium" (with the new defined terms below added to Article I of the SSN Indenture in the appropriate alphabetical order) (the changes described in this clause (b), the "Specified Modifications").

> "Notwithstanding the foregoing, at any time on or after June 10, 2024, clause 2) of this definition shall be deemed to equal an amount (the "**Revised Liquidated Damages Amount**"), if greater than the amount determined in accordance with clause 2) as set forth above (the "**Original Liquidated Damages Amount**"), equal to:
>
> (a) if such Redemption Date is prior to the Forbearance Standstill Expiration Date, (i) the Specified Make-Whole Percentage *multiplied by* (ii) the principal amount of the Note; or
>
> (b) if such Redemption Date is on or after the Forbearance Standstill Expiration Date, (x)(i) the Specified Make-Whole Percentage *minus* (ii) (A) the Specified Make-Whole Percentage Daily Decrease *multiplied by* (B) one (1) plus the number of days elapsed from (and excluding) the Forbearance Standstill Expiration Date to (and including) such Redemption Date *multiplied by* (y) the principal amount of the Note."
>
> "**Forbearance Standstill Expiration Date**" shall have the meaning assigned to such term in the Forbearance Agreement, dated January 25, 2024, as in effect from time to time (the "**Forbearance Agreement**").
>
> "**Specified Day Count**" shall have the meaning assigned to such term in the Forbearance Agreement.

"**Specified Make-Whole Percentage**" shall be a percentage equal to (a) (i) the amount of the "Applicable Premium" as of May 31, 2024 determined in accordance with this Indenture as in effect on such date *divided by* (ii) the principal amount of the Note as of May 31, 2024, *plus* (b) 0.50%. For the avoidance of doubt, the Specified Make-Whole Percentage shall be determined without giving any effect to the First Forbearance Extension Fee (as defined in the Forbearance Agreement).

"**Specified Make-Whole Percentage Daily Decrease**" shall equal (i) the Specified Make-Whole Percentage *divided by* (ii) the Specified Day Count.

(c) for an amendment to the SSEN Indenture to:

(i) in the first sentence of the third paragraph of Section 6.02 of the SSEN Indenture, replace, (A) the phrase "the Redemption Price, with respect to an optional redemption of the Notes will also be due and payable as though the Notes were optionally redeemed pursuant to Section 16.01(c) and", with (B) the phrase "an amount equal to the sum of (x) the Redemption Price, with respect to an optional redemption of the Notes as though the Notes were optionally redeemed pursuant to Section 16.01(c) *plus* (y) the Supplemental Amount (such sum, the "**Specified Sum**") will also be due and payable and";

(ii) add the phrase ", any Supplemental Amount pursuant to Section 6.02," in the following locations: (1) immediately after the word "Redemption Price" each time such words appear in the penultimate paragraph of Section 6.04, and (2) immediately after the words "pursuant to Section 4.07" in the first sentence of Section 14.01 of the SSEN Indenture;

(iii) add the sentence "For the avoidance of doubt, upon the Supplemental Amount becoming due and payable pursuant to this Section 6.02, such Supplemental Amount shall constitute part of the Notes Obligations.";

(iv) replace the term "Redemption Price" with "Specified Sum" each time the same appears in the third paragraph of Section 6.02 of the SSEN Indenture following the first sentence thereof; and

(v) add the new defined term below to Article I of the SSEN Indenture in the appropriate alphabetical order.

"**Supplemental Amount**" shall mean as of any date of determination, the greater of:

(a) $0, and

(b) an amount equal to the product of:

(x) the aggregate principal amount of the Notes outstanding on such date, *multiplied by*

(y) the result obtained by dividing (A) the excess, if any, of (I) the Revised Liquidated Damages Amount (as defined in the Abra Senior Secured Notes Indenture) as of such date *over* (II) the Original Liquidated Damages Amount (as defined in the Abra Senior Secured Notes Indenture) as of such date, by (B) the aggregate principal amount of Abra Senior Secured Notes outstanding on such date (in each case, calculated as of such date as though the Applicable Premium under the Abra Senior Secured Notes Indenture were determined on such date) and with all references in this definition to the Abra Senior Secured Notes Indenture being references to such indenture as amended by the Supplemental Indenture thereto dated [date].

For the avoidance of doubt, upon the capitalization of any such First Forbearance Extension Fee, such capitalized amount shall thereafter constitute Notes of the applicable series for all purposes of the applicable Indenture (including for purposes of interest and other fees thereafter payable thereunder or hereunder).

The Issuer and the Guarantor shall use reasonable best efforts to cause the First Forbearance Extension Fee to be paid and reflected in the book-entry facilities of the DTC on the date on which such amounts are to be capitalized, including by entering into any relevant supplemental indentures and/or delivering necessary instructions to the Trustees, it being understood and agreed that the failure for such amounts to be so paid or reflected due to mechanical or administrative difficulties (including with respect to any actions to be taken involving DTC, any DTC participant or the Trustees) shall not constitute a breach by the Issuer or the Guarantor of their obligations hereunder so long as they are compliant with this sentence and the relevant supplemental indentures are executed within five Business Days of the date otherwise required hereunder (this paragraph, the "Administrative Extension").

SECTION 3. Representations and Warranties. Each of the representations and warranties made by the Issuer and the Guarantor to the Forbearing Holders, and by the Extending Holders to the Issuer and the Guarantor, in Section 6 of the Forbearance Agreement are hereby made as of the date of this Amendment (with references to "this Agreement" and similar terms in the Forbearance Agreement being a reference to this Amendment).

SECTION 4. Amendment Effective Date. This Amendment shall be binding and effective on the first day (the "Amendment Effective Date") on which this Amendment is executed and delivered by the Issuer, the Guarantor and Extending Holders collectively constituting the Requisite Forbearing Holders.

SECTION 5. Reservation of Rights. This Amendment is the product of negotiations among the parties hereto and reflects certain agreements and compromises. Pursuant and subject to Federal Rule of Evidence 408 and applicable state rules of evidence, the parties agree (on behalf of themselves and their successors and assigns, including any future assignee and beneficial holder of the Notes) that this Agreement, the supplemental indentures executed pursuant hereto and all negotiations relating hereto and thereto shall not be admissible into evidence in any proceeding

other than a proceeding to enforce the terms of this Agreement or such supplemental indentures, as applicable. In particular, each of the Issuer, the Guarantor and each Extending Holder expressly reserves all rights under the SSN Indenture, the SSEN Indenture, applicable law or otherwise with respect to the interpretation and determination of the "Applicable Premium" and the "Specified Make-Whole Percentage" under (and as defined or to be defined in) the SSN Indenture or the interpretation and determination of the "Supplemental Amount" and the "Specified Sum" under (and as defined or to be defined in) the Abra SSEN Indenture. Neither the existence of the Specified Modifications nor the negotiation, terms or drafting of the Specified Modifications shall be used, construed or interpreted in any manner in any dispute or proceeding involving the interpretation or determination of the "Applicable Premium", the "Specified Make-Whole Percentage", the "Supplemental Amount" or the "Specified Sum" (without giving effect to the Specified Modifications).

SECTION 6. Forbearance Agreement. Sections 9 (*Governing Law; Waiver of Jury Trial; Jurisdiction)*, 12 (*Headings)*, 13 (*Counterparts*), 14 (*Amendments; Execution in Counterparts*), 15 (*Severability*) and 16 (*Interpretation*) of the Forbearance Agreement are incorporated herein by reference, *mutatis mutandis*. All references in the Forbearance Agreement to "this Agreement" and similar terms shall, after the date of this Amendment, refer to the Forbearance Agreement as amended hereby. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any Extending Holder under the Forbearance Agreement and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Forbearance Agreement, all of which shall continue in full force and effect.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

ABRA GLOBAL FINANCE

By: DocuSigned by: Manuel Irarrazaval F54B214CABC5432...

Name: Manuel Irarrazaval
Title: Director

ABRA GROUP LIMITED

By: DocuSigned by: Manuel Irarrazaval F54B214CABC5432...

Name: Manuel Irarrazaval
Title: Chief Financial Officer

[Extending Holder Signature Pages on File with Abra]

SECOND AMENDMENT AND EXTENSION TO FORBEARANCE AGREEMENT

This SECOND AMENDMENT AND EXTENSION (this "Amendment"), dated as of July 11, 2024, to the Forbearance Agreement referred to below by and among the holders (or investment managers or advisors to holders) of Notes identified on the signature pages hereof (the "Extending Holders"), Abra Global Finance, incorporated as an exempted company under the laws of the Cayman Islands with registered number 395290 (the "Issuer"), and Abra Group Limited, incorporated under the laws of England and Wales with registered number 13926427 (the "Guarantor"; together with the Issuer and each Extending Holder, the "Parties," and each, individually, a "Party"). Capitalized terms used but not otherwise defined in this Amendment have the meanings as specified in the Forbearance Agreement.

RECITALS

WHEREAS, on January 25, 2024, the Forbearing Holders, the Issuer and the Guarantor entered into a Forbearance Agreement (as amended, restated, supplemented or modified prior to the effectiveness of this Amendment, the "Forbearance Agreement"), whereby the Forbearing Holders agreed, among other things, to temporarily forbear from exercising their Rights and Remedies in respect of the Specified Defaults on the terms and subject to the conditions contained in the Forbearance Agreement;

WHEREAS, the Issuer and the Guarantor have requested, and the Extending Holders collectively constituting the Requisite Forbearing Holders have agreed, to extend the Forbearance Period under the Forbearance Agreement on and subject to the terms set forth in this Amendment (the "Forbearance Extension");

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. Amendment to Forbearance Agreement. The following term in the Forbearance Agreement is hereby deleted in its entirety and replaced with the following:

> "Forbearance Standstill Expiration Date" shall mean August 12, 2024 (or such later date as may be confirmed by Dechert LLP from time to time on behalf of the Requisite Forbearing Holders, email being sufficient).

SECTION 2. Representations and Warranties. Each of the representations and warranties made by the Issuer and the Guarantor to the Forbearing Holders, and by the Extending Holders to the Issuer and the Guarantor, in Section 6 of the Forbearance Agreement are hereby made as of the date of this Amendment (with references to "this Agreement" and similar terms in the Forbearance Agreement being a reference to this Amendment).

SECTION 3. Amendment Effective Date. This Amendment shall be binding and effective on the first day (the "Amendment Effective Date") on which this Amendment is executed and delivered by the Issuer, the Guarantor and Extending Holders collectively constituting the Requisite Forbearing Holders.

SECTION 4. Forbearance Agreement. Sections 9 (*Governing Law; Waiver of Jury Trial; Jurisdiction)*, 12 (*Headings)*, 13 (*Counterparts*), 14 (*Amendments; Execution in Counterparts*), 15 (*Severability*) and 16 (*Interpretation*) of the Forbearance Agreement are incorporated herein by reference, *mutatis mutandis*. All references in the Forbearance Agreement to "this Agreement" and similar terms shall, after the date of this Amendment, refer to the Forbearance Agreement as amended hereby. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any Extending Holder under the Forbearance Agreement and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Forbearance Agreement, all of which shall continue in full force and effect.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

ABRA GLOBAL FINANCE,
incorporated as an exempted company under the laws of the Cayman Islands

By: DocuSigned by: Manuel Irarrazaval F54B214CABC5432...
Name: Manuel Irarrazaval
Title: Director

By: DocuSigned by: 7C856ECB100C433...
Name: Márcia Sato
Title: Director

ABRA GROUP LIMITED,
incorporated under the laws of England and Wales

By: DocuSigned by: Manuel Irarrazaval F54B214CABC5432...
Name: Manuel Irarrazaval
Title: Chief Financial Officer

By: DocuSigned by: 7C856ECB100C433...
Name: Márcia Sato
Title: General Counsel and Chief Compliance Officer

[Extending Holder Signature Pages on File with Abra]

EXHIBIT C

Joinder to the Transaction Support Agreement

ADDITIONAL CONSENTING HOLDER JOINDER

The undersigned (the "Additional Consenting Holder") hereby:

(a) acknowledges that it has read and understands the Transaction Support Agreement (together with the exhibits and attachments thereto (including the SSEN Term Sheet), as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), dated as of August 18, 2024, entered into by and among (i) Abra Global Finance, incorporated as an exempted company under the laws of the Cayman Islands with registered number 395290 (the "Issuer"), (ii) Abra Group Limited, incorporated under the laws of England and Wales with registered number 13926427 (Abra") and (iii) the other Consenting Holders from time to time party thereto,

(b) represents and warrants that (w) the entire aggregate principal amount of Notes it Holds is set forth on its signature page to this joinder, (x) each of its Affiliates that Hold Notes have signed the Agreement or a Joinder with respect to the entire aggregate principal amount of Notes Held thereby and (y) it has full power and authority to (or to direct its Affiliates to) act on behalf of, vote and consent to matters concerning such Notes, including to bind such Affiliates to the terms of the Agreement (and, if applicable, a Joinder); and

(c) with respect to the Notes Held by such Additional Consenting Holder, agrees from and after the date of this joinder to be bound to the terms and conditions (including the covenants and obligations under) of the Agreement, and shall be deemed a "Consenting Holder" under the terms of the Agreement.

The Additional Consenting Holder hereby makes, as of the date hereof, all representations and warranties made therein by all other Consenting Holders. All Notes held by such Additional Consenting Holder (now or hereafter) shall be subject in all respects to the Agreement. All notices and other communications given or made pursuant to the Agreement shall be sent to the Additional Consenting Holder at the address set forth below in the Additional Consenting Holder's signature below.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

Date Executed: _____, 2024

[Name of Additional Consenting Holder],

By: _____
Name:
Title:

Holdings:

$_____ of SSENs

$_____ of SSNs

Holdings of Affiliates exempted from Section 4(b)(i)(x):

$_____ of SSENs

$_____ of SSNs

Address for notices:
[Additional Consenting Holder to provide]

EXHIBIT D

Joinder to the Forbearance Agreement

EXECUTION VERSION

FORBEARANCE JOINDER AGREEMENT

[Date]

Abra Global Finance (the "Issuer")
Floor 4, Willow House, Cricket Square
Grand Cayman, Cayman Islands
KY1-9010

Attention: Henrique Roloff
Email: hroloff@bpiconsultoria.com.br

Abra Group Limited
3rd Floor 1 Ashley Road
Altrincham, Cheshire, WA14 2DT

Attention: Manuel Irarrazaval
Email: mji@abragroup.net

Cc: matthew.chou@rothschildandco.com; rgmason@wlrk.com; bsarfa@wlrk.com; jafeltman@wlrk.com

RE: Forbearance Agreement

Ladies and Gentlemen:

Reference is made to the Forbearance Agreement, dated as of January 25, 2024, entered into between the Issuer and the Forbearing Holders party thereto (such Forbearance Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Forbearance Joinder Agreement, being the "Forbearance Agreement"). Any capitalized terms not defined in this Forbearance Joinder Agreement have the meanings given to them in the Forbearance Agreement.

SECTION I. Joining Obligations Under the Forbearance Agreement. The undersigned hereby agrees, as of the date first above written, to join and to be bound as a Forbearing Holder by all of the terms and conditions of the Forbearance Agreement to the same extent as each of the other Forbearing Holders thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Forbearance Agreement to a "Forbearing Holder" shall also mean and be a reference to the undersigned, including the making of each representation and warranty set forth in Section 6 of the Forbearance Agreement.

SECTION II. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Forbearance Joinder Agreement by telecopier or in .PDF or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Forbearance Joinder Agreement.

SECTION III. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc. The Parties hereto hereby agree that Section 9 of the Forbearance Agreement shall apply mutatis mutandis to this Forbearance Joinder Agreement.

[*Signature Page Follows*]

[●],
as a Forbearing Holder

By: _____
Name:
Title:

Notes Beneficially Owned:
Senior Secured Notes due 2028: $_____
Senior Secured Exchangeable Notes due 2028: $_____