NOTICE OF SUPPLEMENTAL INDENTURE
TO HOLDERS OF THE
SENIOR SECURED EXCHANGEABLE NOTES DUE 2028
(CUSIP NUMBERS: G00912 AA6, 000852 AA1)
OF ABRA GLOBAL FINANCE

FOR INFORMATIONAL PURPOSES ONLY

THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE BENEFICIAL OWNERS OF THE SUBJECT SECURITIES. *ALL DEPOSITORIES, CUSTODIANS, AND OTHER SUCH INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RETRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.*

June 14, 2024

To the Holders of the Senior Secured Exchangeable Notes due 2028 of
Abra Global Finance (the "Notes")

Pursuant to Section 10.02(c) of the Indenture, dated as of March 2, 2023 (the "Indenture"; capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture), Abra Global Finance (the "Company") hereby notifies the Holders that on June 13, 2024, the Company, Abra Group Limited, as guarantor (together with the Company, "Abra") and The Bank of New York Mellon, as trustee (the "Trustee"), entered into a Second Supplemental Indenture (the "Supplemental Indenture") to the Indenture, pursuant to which the Company (a) made a payment in-kind to all Holders and (b) increased the Redemption Price applicable to the Notes in the event of certain acceleration related events, in each case as more fully set forth in the Supplemental Indenture. A copy of the Supplemental Indenture is attached hereto as Exhibit A.

The Supplemental Indenture was entered into pursuant to the First Amendment and Extension to Forbearance Agreement, dated as of June 10, 2024, between Abra and certain holders of the Notes, a copy of which is attached hereto as Exhibit B.

No representation is made as to the correctness or accuracy of the CUSIP numbers appearing in this notice or on the Notes. They are included in this notice solely as a convenience to the Holders.

Abra Global Finance

Dated: June 14, 2024

Exhibit A

Second Supplemental Indenture

[Attached hereto]

SECOND SUPPLEMENTAL INDENTURE, dated as of June 13, 2024 (this "Second Supplemental Indenture"), among Abra Global Finance (the "Company"), Abra Group Limited (the "Guarantor"), and The Bank of New York Mellon, a New York banking corporation, as trustee (the "Trustee").

RECITALS

WHEREAS, the Company and the Guarantor have previously executed and delivered to the Trustee and TMF Group New York LLC, as collateral agent, an Indenture, dated as of March 2, 2023 (as amended, supplemented or otherwise modified prior to the date hereof, the "Indenture"), providing for the issuance of the Company's Senior Secured Exchangeable Notes due 2028 (the "Notes");

WHEREAS, on January 25, 2024, the Company, the Guarantor and certain holders (or beneficial holders) of Notes entered into a Forbearance Agreement (as in effect from time to time, the "Forbearance Agreement") in connection with certain anticipated or potential Defaults and Events of Default described therein;

WHEREAS, on June 10, 2024, the Company, the Guarantor, and certain holders (or beneficial holders or investment managers or advisors to holders) of Notes entered into that certain First Amendment and Extension to Forbearance Agreement (the "First Amendment to Forbearance Agreement") to extend the Forbearance Period (as defined therein) under the Forbearance Agreement on and subject to the terms set forth in the First Amendment to Forbearance Agreement;

WHEREAS, Section 10.01 of the Indenture provides that the Company, the Guarantor and the Trustee may enter into a supplemental indenture for the purpose of making any change to the Indenture that does not adversely affect the rights of any Holder, as determined in good faith by the Guarantor's Board of Directors and evidenced by a resolution of the Guarantor's Board of Directors delivered to the Trustee;

WHEREAS, the Guarantor's Board of Directors has determined that the amendments to the Indenture set forth in Article 1 below do not adversely affect the rights of any Holder;

WHEREAS, the Company has requested and hereby requests that the Trustee join with the Company in the execution of this Second Supplemental Indenture; and

WHEREAS, the execution and delivery of this Second Supplemental Indenture have been duly authorized by the Company and the Guarantor and all conditions and requirements necessary to make this instrument a valid and binding agreement of the Company and the Guarantor in accordance with its terms have been duly performed and complied with.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE 1

AMENDMENTS TO INDENTURE

Section 1.1 PIK Payment. The Company hereby instructs the Trustee to increase the principal amount of the Global Notes on the date hereof by an aggregate amount equal to $4,833,176, to the ratable credit of the Holders as of the date hereof, and to make adjustments to the books and records of the Trustee with respect to such Global Notes to reflect such increase (the "PIK Payment"). From and after the date hereof, such PIK Payment shall constitute Notes for all purposes of the Indenture, and shall accrue interest in accordance with the terms of Section 2.03 of the Indenture from and including the most recent date to which interest has been paid on such PIK Payment (or, if no interest has been paid on such PIK Payment, from and including March 31, 2024) to but excluding the applicable Interest Payment Date.

Section 1.2 Indenture Amendments. Effective as of the date hereof, the Indenture is hereby modified as set forth below:

(a) In the first sentence of the third paragraph of Section 6.02 of the Indenture, the text "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" is replaced with the text "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";

(b) The text ", any Supplemental Amount pursuant to Section 6.02" is added in the following locations of the Indenture: (1) immediately after the term "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;

(c) The following text is added at the end of the third paragraph of Section 6.02 of the Indenture: "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.";

(d) The term "Redemption Price" is replaced with the term "Specified Sum" each time the same appears in the third paragraph of Section 6.02 following the first sentence thereof; and

(e) The following term is added in alphabetical order to Article 1 of the Indenture:

> "**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 June 13, 2024.

ARTICLE II

MISCELLANEOUS

Section 2.1 Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

Section 2.2 Effect of Second Supplemental Indenture. This Second Supplemental Indenture is executed as and shall constitute an indenture supplemental to and in implementation of the Indenture. Upon the execution of this Second Supplemental Indenture, the Indenture is thereby modified in accordance therewith, and this Second Supplemental Indenture shall form a part of the Indenture for all purposes. Every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby.

Section 2.3 Confirmation. The Indenture as amended and supplemented by this Second Supplemental Indenture is in all respects ratified and confirmed.

Section 2.4 GOVERNING LAW. THIS SECOND SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF).

Section 2.5 Counterparts. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall be deemed to be their original signatures for all purpose.

Section 2.6 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 2.7 Successors and Assigns. All covenants and agreements in this Second Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 2.8 Separability Clause. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.9 Certain Duties and Responsibilities of the Trustee. In entering into this Second Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, whether or not elsewhere herein so provided. The Trustee, for itself and its successor or successors, accepts the terms of the Indenture as amended by this Second Supplemental Indenture, and agrees to perform the same, but only upon the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture (including, without limitations, its rights to indemnification thereunder). The Trustee makes no representations as to and shall not be responsible in any manner whatsoever for or in respect of the validity, adequacy or sufficiency of this Second Supplemental Indenture and shall not be deemed to have any knowledge of the terms of, or any obligation to enforce, the Forbearance Agreement. The recitals and statements in this Second Supplemental Indenture are made by the Company only and not by the Trustee, and the Trustee assumes no responsibility for their correctness.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date first above written.

COMPANY:
ABRA GLOBAL FINANCE

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

GUARANTOR:
ABRA GROUP LIMITED

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

TRUSTEE:

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____

Name: Stacey B. Poindexter
Title: Vice President

Exhibit B

First Amendment and Extension to Forbearance Agreement

[Attached hereto]

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

[●], as an Extending Holder

By: _____
Name:
Title:

Notes Beneficially Owned as of the date hereof: