Cleansing Information

June 8, 2024

In connection with the chapter 11 filing of Gol Linhas Aéreas Inteligentes S.A. and its subsidiaries, on January 25, 2024, Abra Group Limited and Abra Global Finance (collectively, "Abra") entered into a Forbearance Agreement, dated as of January 25, 2024 (the "Forbearance Agreement"), with certain holders (the "Forbearing Noteholders") of its Senior Secured Notes due 2028 (the "SSNs") and Senior Secured Exchangeable Notes due 2028 (the "ESSNs", and together with the SSNs, the "Notes").

Abra and certain of the Forbearing Noteholders that are members of an ad hoc group of holders of the Notes represented by Dechert LLP (the "Ad Hoc Group") have been in discussions to extend the earliest date on which holders may deliver a notice of termination under the Forbearance Agreement (the "Termination Notice Date"). Abra and the negotiating Forbearing Noteholders have negotiated an amendment to the Forbearance Agreement as set forth in the form of First Amendment and Extension to the Forbearance Agreement attached hereto as Exhibit A (the "Forbearance Amendment"), and Abra has been advised that the negotiating Forbearing Noteholders intend to recommend execution of the Forbearance Amendment to the Ad Hoc Group. During such negotiations, Abra and the negotiating Forbearing Noteholders were unable to agree on, and have reserved all rights and defenses with respect to, the methodology for calculating the "Applicable Premium" provided for in the SSN indenture.

The Forbearance Amendment contemplates:

(1) an extension of the Termination Notice Date by 60 days to July 27, 2024,

(2) a one-time fee equal to 1.0% of the aggregate principal amount of the Notes of each series to be paid-in-kind,

(3) modifications to the "Applicable Premium" provided for in the SSN indenture to, among other things, set the "Applicable Premium" for the period until the Termination Notice Date (as extended) at an amount equal to the "Applicable Premium" calculated as of May 31, 2024 *plus* 0.50%, with a modified rate of reduction thereafter; and

(4) modifications to the ESSN indenture to provide the ESSNs a commensurate benefit as provided to the SSNs as described in clause (3) above in the event of certain acceleration related events.

The Forbearance Amendment is not effective as of the making of this disclosure and will only become effective upon execution by Abra and Forbearing Holders constituting the Requisite Forbearing Holders (as defined in the Forbearance Agreement).

* * *

Exhibit A

First Amendment and Extension to Forbearance Agreement

[See attached.]

FIRST AMENDMENT AND EXTENSION TO FORBEARANCE AGREEMENT

This FIRST AMENDMENT AND EXTENSION (this "Amendment"), dated as of June [●], 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 [__], 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 Specified Sum 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: _____
Name: Manuel Irarrazaval
Title: Director

ABRA GROUP LIMITED

By: _____
Name: Manuel Irarrazaval
Title: Chief Financial Officer

[●], as an Extending Holder

By: _____
Name:
Title:

Notes Beneficially Owned as of the date hereof: