NOTICE OF SUPPLEMENTAL INDENTURE
TO HOLDERS OF THE
SENIOR SECURED NOTES DUE 2028
OF ABRA GLOBAL FINANCE
(CUSIP NUMBERS: G00912 AB4, 000852 AB9)

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.*

February 7, 2024

To the Holders of the Senior Secured 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 February 7, 2024, the Company, Abra Group Limited, as guarantor, and the Bank of New York Mellon, as trustee (the "Trustee"), entered into a 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 interest rate applicable to the Notes for a limited period of time, in each case as more fully set forth in the Supplemental Indenture. A copy of the Supplemental Indenture is attached hereto as Exhibit A.

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: February 7, 2024

Exhibit A

(Supplemental Indenture)

FIRST SUPPLEMENTAL INDENTURE, dated as of February 7, 2024 (this "First 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 (the "Indenture"), providing for the issuance of the Company's Senior Secured 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 (the "Forbearance Agreement") in connection with certain anticipated or potential Defaults and Events of Default described therein;

WHEREAS, pursuant to the Forbearance Agreement, the Company agreed to pay certain consideration to Holders of the Notes as set forth herein;

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 First Supplemental Indenture; and

WHEREAS, the execution and delivery of this First 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 $9,965,047.00, 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 December 31, 2023) to but excluding the applicable Interest Payment Date.

Section 1.2 Limited Interest Rate Increase. Effective as of the date hereof, the Indenture is hereby modified as set forth below:

(a) The following text is added immediately following the last sentence of the first paragraph of Section 2.03(d) of the Indenture and immediately following the last sentence of the second paragraph of the reverse side of the Note:

From and including January 25, 2024 to but excluding the Forbearance Termination Date, the rate of Option Interest on the Notes shall be increased by 2.50% per annum. The Issuer shall deliver an Officer's Certificate to the Trustee promptly following the occurrence of the Forbearance Termination Date, which Officer's Certificate shall state the date on which the Forbearance Termination Date occurred.

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

"**Forbearance Termination Date**" means the date on which the "Forbearance Period" under (and as defined in) that certain Forbearance Agreement, dated January 25, 2024, as in effect from time to time, relating to the Notes terminates in accordance with its terms.

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 First Supplemental Indenture. This First Supplemental Indenture is executed as and shall constitute an indenture supplemental to and in implementation of the Indenture. Upon the execution of this First Supplemental Indenture, the Indenture is thereby modified in accordance therewith, and this First 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 First Supplemental Indenture is in all respects ratified and confirmed.

Section 2.4 GOVERNING LAW. THIS FIRST SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST 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 First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First 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 First 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 First 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 First 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 First 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 First 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 First Supplemental Indenture are made by the Company only and not by the Trustee, and the Trustee assumes no responsibility for their correctness.

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

COMPANY:

ABRA GLOBAL FINANCE

By: DocuSigned by: Constantino de Oliveira Junior 13B2D0632FA945F...
Name: Constantino de Oliveira Junior
Title: Director

GUARANTOR:

ABRA GROUP LIMITED

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

TRUSTEE:

THE BANK OF NEW YORK MELLON,
as Trustee

By:

Name: Francine Kincaid
Title: Vice President