Cleansing Information

In connection with a potential chapter 11 filing of Gol Linhas Aéreas Inteligentes S.A. and its subsidiaries (collectively, "GOL"), Abra Group Limited and Abra Global Finance (collectively, "Abra") provided certain information to the holders 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"). Such information includes the following:

- As of January 25, 2024, Abra has on hand $34,552,061.18 in cash not held in any collateral account for the benefit of bondholders, and $51,710,985.99 of cash constituting the "Unapplied Balance" (as defined in the applicable indentures) securing the Notes obligations.

- Below is a schedule of cash advanced by Abra to GOL in exchange for SSNs on a monthly basis since March 2023 (in USD).

Mar/23	$156,785,019.51
Apr/23	$17,804,005.59
May/23	$25,052,516.00
Jun/23	$1,900,000.00
Jul/23	$27,934,185.41
Aug/23	$56,000,000.00
Sep/23	$20,409,434.50
Oct/23	$0.00
Nov/23	$42,321,678.32
Dec/23	$27,687,337.68
Jan/24	$15,000,000.00
Total	**$390,894,177.01**

In addition, on January 25, 2024, Abra entered into a forbearance agreement with certain holders of its Notes, a redacted copy of which is attached hereto as Exhibit A.

Exhibit A

[*See attached.*]

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.*]

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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

[●], as a Forbearing Holder

By: _____
Name:
Title:

Notes Beneficially Owned:

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: