FORM OF FIRST LIEN PARI PASSU INTERCREDITOR AGREEMENT

dated as of March 02, 2023

among

TMF GROUP NEW YORK, LLC,
as Abra Senior Secured Exchangeable Notes Agent for the Abra Senior Secured Exchangeable Notes Secured Parties,

TMF GROUP NEW YORK, LLC,
as Abra Senior Secured Notes Agent for the Abra Senior Secured Notes Secured Parties,

and acknowledged by

ABRA GLOBAL FINANCE

as Issuer,

ABRA GROUP LIMITED

as Guarantor,

and the other Grantors that have from time to time
acknowledged and agreed to this
First Lien Pari Passu Intercreditor Agreement

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ANNEXES

Annex I - Form of Joinder Agreement (Additional Grantors)

This FIRST LIEN PARI PASSU INTERCREDITOR AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), dated as of March 2, 2023, among **TMF GROUP NEW YORK, LLC**, as Representative for the Abra Senior Secured Exchangeable Notes Secured Parties (in such capacity and together with its successors in such capacity, the "**Abra Senior Secured Exchangeable Notes Agent**"), **TMF GROUP NEW YORK, LLC**, as Representative for the Abra Senior Secured Notes Parties (in such capacity and together with its successors in such capacity, the "**Abra Senior Secured Notes Agent**"), and acknowledged and agreed to by Abra Global Finance, an exempted company incorporated in the Cayman Islands with registered number 395290 (the "**Issuer**"), Abra Group Limited ("**Abra**") and the other Grantors (as defined below). Capitalized terms used in this Agreement have the meanings assigned to them in Article 1 below.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Abra Senior Secured Exchangeable Notes Agent (for itself and on behalf of the Abra Senior Secured Exchangeable Notes Secured Parties) and the Abra Senior Secured Notes Agent (for itself and on behalf of the Abra Senior Secured Notes Secured Parties) agree as follows:

ARTICLE 1.

DEFINITIONS

SECTION 1.1 Certain Defined Terms.

Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Abra Senior Secured Exchangeable Notes Indenture (whether or not then in effect), and the following terms which are defined in the UCC are used herein as so defined (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof): Certificated Security, Commodity Account, Commodity Contract, Deposit Account, Electronic Chattel Paper, Promissory Note, Instrument, Letter of Credit Right, Security Entitlement, Securities Account and Tangible Chattel Paper. As used in this Agreement, the following terms have the meanings specified below:

"**Abra**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Abra Senior Secured Exchangeable Notes**" means the Abra Senior Secured Exchangeable Notes due 2027, issued by the Issuer, in the aggregate principal amount of up to US$458,344,682, pursuant to the Abra Senior Secured Exchangeable Notes Indenture.

"**Abra Senior Secured Exchangeable Notes Agent**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Abra Senior Secured Exchangeable Notes Collateral Documents**" means the "Collateral Documents" or similar term as defined in the Abra Senior Secured Exchangeable Notes Indenture, and each of the security agreements and other instruments and documents executed and delivered by Abra or any other Grantor pursuant to which Liens are granted by Abra or any other Grantor to secure any Abra Senior Secured Exchangeable Notes Obligations.

"**Abra Senior Secured Exchangeable Notes Documents**" means the Abra Senior Secured Exchangeable Notes Indenture and the other "Note Documents" as defined in the Abra Senior Secured Exchangeable Notes Indenture.

"**Abra Senior Secured Exchangeable Notes Indenture**" means that certain Indenture, dated as March 02, 2023, by and among the Issuer, as issuer, Abra, as guarantor, The Bank of New York Mellon, as Trustee, Registrar and Paying Agent and Exchange Agent, and the Abra Senior Secured Exchangeable Notes Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), with respect to the Senior Secured Exchangeable Notes due 2027.

"**Abra Senior Secured Exchangeable Notes Obligations**" means the "Notes Obligations" under and as defined in the Abra Senior Secured Exchangeable Notes Indenture.

"**Abra Senior Secured Exchangeable Notes Secured Parties**" means the "Secured Parties" under and as defined in the Abra Senior Secured Exchangeable Notes Indenture.

"**Abra Senior Secured Notes**" means the Abra Senior Secured Notes due 2027, issued by Abra Global Finance and guaranteed by the Purchaser, in the aggregate principal amount of up to U.S.$ 960,741,472.00, pursuant to the Abra Senior Secured Notes Indenture.

"**Abra Senior Secured Notes Agent**" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"**Abra Senior Secured Notes Collateral Documents**" means the "Collateral Documents" or similar term as defined in the Abra Senior Secured Notes Indenture, and each of the security agreements and other instruments and documents executed and delivered by Abra or any other Grantor pursuant to which Liens are granted by Abra or any other Grantor to secure any Abra Senior Secured Notes Obligations.

"**Abra Senior Secured Notes Documents**" means the Abra Senior Secured Notes Indenture and the other "Note Documents" as defined in the Abra Senior Secured Notes Indenture.

"**Abra Senior Secured Notes Indenture**" means that certain Indenture, dated as March 02, 2023, by and among the Issuer, as issuer, Abra, as guarantor, The Bank of New York Mellon as Trustee, Registrar and Paying Agent, and the Abra Senior Secured Notes Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), with respect to the Senior Secured Notes due 2027.

"**Abra Senior Secured Notes Obligations**" means the "Notes Obligations" under and as defined in the Abra Senior Secured Notes Indenture.

"**Abra Senior Secured Notes Secured Parties**" means the "Secured Parties" under the Abra Senior Secured Notes Indenture.

"**Agreement**" has the meaning set forth in the introductory paragraph hereto.

"**Applicable Representative**" means the Abra Senior Secured Exchangeable Notes Agent acting on behalf of the Senior Claimholders, *provided* that, following the Discharge of the Abra Senior Secured Exchangeable Notes Obligations, the Applicable Representative shall be the Abra Senior Secured Notes Agent.

"**Bankruptcy Case**" has the meaning set forth in Section 2.5(b)

"**Bankruptcy Code**" means Title 11 of the United States Code, as amended.

"**Bankruptcy Law**" means the Bankruptcy Code, and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, marshalling of the assets and liabilities, moratorium, rearrangement, receivership, insolvency, reorganization, or similar federal, state or foreign debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"**Cash Collateral Use**" has the meaning set forth in Section 2.5(b).

"**Collateral**" means all assets and properties subject to, or purported to be subject to, Liens created pursuant to any Senior Collateral Document to secure one or more Series of Senior Obligations and shall include any property or assets subject to replacement Liens or adequate protection Liens in favor of any Senior Claimholder.

"**Control Collateral**" means any Shared Collateral in the "control" (within the meaning of Section 9-104, 9-105, 9-106, 9-107 or 8-106 of the UCC of any applicable jurisdiction) of the Applicable Representative (or its agents or bailees), to the extent that control thereof perfects a Lien thereon under the UCC of any applicable jurisdiction. Control Collateral includes any Deposit Accounts, Securities Accounts, Security Entitlements, Commodity Accounts, Commodity Contracts, Letter of Credit Rights or Electronic Chattel Paper over which any Representative has "control" under the applicable UCC.

"**Controlling Secured Parties**" means:

(i) from and including the first date on which an Event of Default shall have occurred to but excluding the one hundred twentieth (120th) day following the occurrence thereof, Senior Claimholders that at such time collectively hold more than 66.67% of the aggregate principal amount of the then outstanding Senior Obligations, voting as a single class;

(ii) if the "Controlling Secured Parties" described in clause (i) above have not directed the Applicable Representative to take any Enforcement Action before the one hundred twentieth (120th) day following the occurrence of an Event of Default, then from and including the one hundred twentieth (120th) day following the occurrence of an Event of Default to but excluding the one hundred and eightieth (180th) day following the occurrence thereof, Senior Claimholders that at such time collectively hold (or represent) more than 50% of the aggregate principal amount of the then outstanding Senior Obligations, voting as a single class; and

(iii) if neither the "Controlling Secured Parties" described in clause (i) above nor in clause (ii) above have directed the Applicable Representative to take any Enforcement Action before the one hundred and eightieth (180th) day following the occurrence of an Event of

Default, then from and including the one hundred and eightieth (180th) day following the occurrence of an Event of Default and at any time thereafter, Senior Claimholders that at such time collectively hold (or represent) more than 35% of the aggregate principal amount of the then outstanding Senior Obligations, voting as a single class;

provided that, notwithstanding clauses (ii) and (iii) above, at any time at which Senior Claimholders that at such time collectively hold (or represent) more than 66.67% of the aggregate principal amount of the then Senior Obligations, voting as a single class, instruct the Applicable Representative, such Senior Claimholders shall be the "Controlling Secured Parties."

"**Default**" means a "Default" (or similarly defined term) as defined in the Abra Senior Secured Exchangeable Notes Indenture or the Abra Senior Secured Notes Indenture, as applicable.

"**DIP Financing**" has the meaning set forth in Section 2.5(b).

"**DIP Financing Liens**" has the meaning set forth in Section 2.5(b).

"**DIP Lenders**" has the meaning set forth in Section 2.5(b).

"**Discharge**" means, with respect to any Shared Collateral and any Series of Senior Obligations, the date on which such Series of Senior Obligations is no longer secured by, and no longer required to be secured by, such Shared Collateral, upon (i) the payment in full in cash of all such Senior Obligations (other than any indemnification obligations for which no claim has been asserted and any such Senior Obligations not required to be paid in full in order to have the Liens on all Collateral securing such Senior Obligations released at such time in accordance with the applicable Senior Documents), and (ii) the termination or expiration of all commitments, if any, to extend credit that would constitute Senior Obligations with respect to such Series. The term "**Discharged**" shall have a corresponding meaning.

"**Enforcement Action**" means: (a) the taking of any steps (including directing the Abra Senior Secured Exchangeable Notes Agent or the Abra Senior Secured Notes Agent through the applicable trustee) to foreclose, enforce or require the foreclosure or enforcement against any of the Shared Collateral in accordance with any Senior Collateral Document; (b) the exercise of any right of set-off against the Issuer or the Guarantor in respect of any Senior Obligation; or (c) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any trustee, liquidator, receiver, administrator or similar officer) in relation to an Insolvency or Liquidation Proceeding.

"**Event of Default**" means an "Event of Default" (or similarly defined term) as defined in the Abra Senior Secured Exchangeable Notes Indenture or the Abra Senior Secured Notes Indenture, as applicable.

"**Grantors**" means Abra and each Subsidiary of Abra or any other Person that has granted a security interest pursuant to any Senior Collateral Document to secure any Series of Senior Obligations.

"**Impairment**" has the meaning set forth in Section 1.3.

"**Insolvency or Liquidation Proceeding**" means:

(a) any case or proceeding commenced by or against Abra or any other Grantor under any Bankruptcy Law, any other proceeding for the reorganization, restructuring, recapitalization or adjustment or marshalling of the assets or liabilities of Abra or any other Grantor, any receivership or assignment for the benefit of creditors relating to Abra or any other Grantor or any similar case or proceeding relative to Abra or any other Grantor or its creditors, as such, in each case whether or not voluntary;

(b) any proceeding for the liquidation, dissolution, striking-off, marshalling of assets or liabilities or other winding up of, or relating to, Abra or any other Grantor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(c) any other proceeding of any type or nature in which substantially all claims of creditors of Abra or any other Grantor are determined and any payment or distribution is or may be made on account of such claims.

"**Intervening Creditor**" has the meaning set forth in Section 2.1(a).

"**Issuer**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Possessory Collateral**" means any Shared Collateral in the possession of any Representative (or its agents or bailees), to the extent that possession thereof perfects a Lien thereon under the UCC or equivalent in any jurisdiction or otherwise. Possessory Collateral includes any Certificated Securities, Promissory Notes, Instruments, and Tangible Chattel Paper, in each case, delivered to or in the possession of any Representative under the terms of the Senior Collateral Documents.

"**Post-Petition Interest**" means interest, fees, expenses (including legal fees and expenses) and other charges that pursuant to the Abra Senior Secured Exchangeable Notes Documents or the Abra Senior Secured Notes Documents, as applicable, accrue after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest, fees, expenses and other charges are allowed or allowable under the Bankruptcy Law or in any such Insolvency or Liquidation Proceeding.

"**Proceeds**" has the meaning set forth in Section 2.1(a).

"**Representative**" means, at any time, (i) in the case of any Abra Senior Secured Exchangeable Notes Obligations or the Abra Senior Secured Exchangeable Notes Secured Parties, the Abra Senior Secured Exchangeable Notes Agent and (ii) in the case of the Abra Senior Secured Notes Obligations or the Abra Senior Secured Notes Secured Parties, the Abra Senior Secured Notes Agent.

"**Responsible Officer**" means, with respect to Abra or any Grantor, the chair, chief executive officer, chief financial officer, controller, or treasurer of such Person.

"**Senior Claimholders**" means the Abra Senior Secured Exchangeable Notes Secured Parties and the Abra Senior Secured Notes Secured Parties.

"**Senior Collateral Documents**" means, collectively, the Abra Senior Secured Exchangeable Notes Collateral Documents and the Abra Senior Secured Notes Collateral Documents.

"**Senior Documents**" means the Abra Senior Secured Exchangeable Notes Documents and the Abra Senior Secured Notes Documents.

"**Senior Obligations**" means, collectively, the Abra Senior Secured Exchangeable Notes Obligations and the Abra Senior Secured Notes Obligations, in each case outstanding from time to time.

"**Series**" means (a) with respect to the Senior Claimholders, each of (i) the Abra Senior Secured Exchangeable Notes Secured Parties (in their capacities as such) and (ii) the Abra Senior Secured Notes Secured Parties (in their capacities as such) and (b) with respect to any Senior Obligations, each of (i) the Abra Senior Secured Exchangeable Notes Obligations and (ii) the Abra Senior Secured Notes Obligations.

"**Shared Collateral**" means, at any time, Collateral in which the holders of two or more Series of Senior Obligations (or their respective Representatives) hold a valid and perfected security interest or Lien at such time.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided*, *however*, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

SECTION 1.2 Rules of Construction.

(a) For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(i) the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular;

(ii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;

(iii) "or" is not exclusive;

(iv) "including" means including, without limitation; and

(v) any reference to an "Article," a "Section" or an "Annex" refers to an Article, a Section or an Annex, as the case may be, of this Agreement.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with IFRS.

SECTION 1.3 Impairments.

It is the intention of the Senior Claimholders of each Series that the holders of Senior Obligations of such Series (and not the Senior Claimholders of any other Series) bear the risk of (i) any determination by a court of competent jurisdiction that (x) any of the Senior Obligations of such Series of Senior Obligations are unenforceable under applicable Law or are subordinated to any other obligations (other than another Series of Senior Obligations), (y) any of the Senior Obligations of such Series of Senior Obligations do not have an enforceable security interest in any of the Collateral securing any other Series of Senior Obligations or (z) any intervening security interest exists securing any other obligations (other than another Series of Senior Obligations) on a basis ranking prior to the security interest of such Series of Senior Obligations but junior to the security interest of any other Series of Senior Obligations or (ii) the existence of any Collateral for any other Series of Senior Obligations that is not Shared Collateral for such Series (any such condition referred to in the foregoing clause (i) or (ii) with respect to any Series of Senior Obligations, an "Impairment" of such Series). In the event of any Impairment with respect to any Series of Senior Obligations, the results of such Impairment shall be borne solely by the holders of such Series of Senior Obligations, and the rights of the holders of such Series of Senior Obligations (including, without limitation, the right to receive distributions in respect of such Series of Senior Obligations pursuant to Section 2.1) set forth herein shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of the Series of such Senior Obligations subject to such Impairment.

Additionally, in the event the Senior Obligations of any Series are modified pursuant to applicable Law or Bankruptcy Law (including, without limitation, pursuant to Section 1129 of the Bankruptcy Code), any reference to such Senior Obligations or the Senior Documents governing such Senior Obligations shall refer to such obligations or such documents as so modified.

ARTICLE 2.

PRIORITIES AND AGREEMENTS WITH RESPECT TO SHARED COLLATERAL

SECTION 2.1 Priority of Claims.

(a) Anything contained herein or in any of the Senior Documents to the contrary notwithstanding (but subject to Section 1.3), if (i) the Applicable Representative (or any Senior Claimholder) is taking Enforcement Action to enforce rights in respect of the Shared Collateral, (ii) any distribution is made in respect of the Shared Collateral (including any adequate protection payments) in any Insolvency or Liquidation Proceeding of any Grantor or (iii) an Event of Default has occurred and is continuing and the Applicable Representative is taking Enforcement Action to enforce rights in respect of any Shared Collateral pursuant to directions of the Senior Claimholders in accordance with any Senior Document or applicable Law, or the Abra Senior Secured Exchangeable Notes Agent or the Abra Senior Secured Notes Agent or any Senior Claimholder receives any payment pursuant to any intercreditor agreement (other than this Agreement) or otherwise with respect to the Shared Collateral, then (x) the proceeds of any sale, collection or

other liquidation of any Shared Collateral received by the Applicable Representative (or a Senior Claimholder) on account of such enforcement of rights, (y) any distribution in respect of any Shared Collateral received in any Bankruptcy Case of any Grantor or (z) any payment received by such Senior Claimholder pursuant to any such intercreditor agreement or otherwise with respect to any Shared Collateral or any proceeds thereof (subject, in the case of any such distribution or payment, to the sentence immediately following clause (iii) below) (all proceeds of any sale, collection or other liquidation of any Shared Collateral and all proceeds of any such distribution or payment being collectively referred to as "**Proceeds**"), shall be applied in the following order:

(i) FIRST, to the payment in full of all amounts owing to each Representative (in its capacity as such) in connection with any Senior Obligations, including without limitation (i) all reasonable costs and expenses incurred by each Representative (in its capacity as such) in connection with such collection or sale or otherwise or any other action taken by such Representative in connection with this Agreement, any other Senior Document or any of the Senior Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsels, (ii) any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Senior Document and (iii) all fees, costs, liabilities, indemnities and expenses (including the reasonable fees and expenses of its legal counsels) owing to such Representatives, ratably to each such Representative in accordance with the amounts payable to each of them pursuant to this clause (i);

(ii) SECOND, to the extent Proceeds remain after the application pursuant to preceding clause (i), and subject to Section 1.3, to the payment in full to each Representative of all amounts due and unpaid on the Senior Obligations of each Series secured by such Shared Collateral, *pro rata* according to the principal amount of the Senior Obligations owing to all such Series of Senior Claimholders until the Discharge of all Senior Obligations secured by such Shared Collateral has occurred; *provided* that following the commencement of any Insolvency or Liquidation Proceeding with respect to any Grantor, solely as among the Senior Claimholders and solely for purposes of this clause SECOND and not any Senior Documents, in the event the value of the Shared Collateral is not sufficient for the entire amount of Post-Petition Interest on the Senior Obligations to be allowed under Section 506(a) and (b) of the Bankruptcy Code or any other applicable provision of the Bankruptcy Code or other Bankruptcy Law in such Insolvency or Liquidation Proceeding, the amount of Senior Obligations of each Series of Senior Obligations shall include only the maximum amount of Post-Petition Interest on the Senior Obligations allowable under Section 506(a) and (b) of the Bankruptcy Code or any other applicable provision of the Bankruptcy Code or other Bankruptcy Law in such Insolvency or Liquidation Proceeding; and

(iii) THIRD, any balance of such Proceeds remaining after the application pursuant to preceding clauses (i) and (ii), and the Discharge of Senior Obligations, to whomever may be lawfully entitled to receive the same or as a court of competent jurisdiction may otherwise direct.

If, despite the provisions of this Section 2.1(a), any Senior Claimholder shall receive any payment or other recovery in excess of its portion of payments on account of the Senior Obligations

to which it is then entitled in accordance with this Section 2.1(a), such Senior Claimholder shall hold such payment or recovery in trust for the benefit of all Senior Claimholders that have a Lien on the Shared Collateral from which such payments arose, and shall transfer such payment or recovery to the Applicable Representative for distribution in accordance with this Section 2.1(a) only to those Senior Claimholders having a Lien on such Shared Collateral. Notwithstanding the foregoing, with respect to any Shared Collateral upon which a third party (other than a Senior Claimholder) has a Lien or security interest that is junior in priority to the security interest of any Series of Senior Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of any other Series of Senior Obligations (such third party, an "**Intervening Creditor**"), the value of any Shared Collateral or Proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Shared Collateral or Proceeds to be distributed in respect of the Series of Senior Obligations with respect to which such Impairment exists.

(b) It is acknowledged that the Senior Obligations of any Series may, subject to the limitations set forth in the then existing Senior Documents and subject to any limitations set forth in this Agreement, be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, refinanced or otherwise amended or modified from time to time, all without affecting the priorities set forth in Section 2.1(a) or the provisions of this Agreement defining the relative rights of the Senior Claimholders of any Series.

(c) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing any Series of Senior Obligations granted on the Shared Collateral and notwithstanding any provision of the UCC or equivalent of any jurisdiction, or any other applicable Law or the Senior Documents or any defect or deficiencies in the Liens securing the Senior Obligations of any Series or any other circumstance whatsoever (but, in each case, subject to Section 1.3), each Senior Claimholder hereby agrees that the Liens securing each Series of Senior Obligations on the Shared Collateral shall be of equal priority.

SECTION 2.2 Actions with Respect to Shared Collateral; Prohibition on Contesting Liens.

(a) Notwithstanding Section 2.1, the Senior Claimholders shall vote as a single class by reference to the aggregate principal amount of the then Senior Obligations on all matters related to the Shared Collateral, including, but not limited to, enforcement of rights in the Shared Collateral, and the Applicable Representative shall, at the direction of the Controlling Secured Parties, have the sole and exclusive right to act or refrain from acting with respect to the Shared Collateral (including with respect to any other intercreditor agreement with respect to such Shared Collateral) and no Senior Claimholder shall or shall instruct any Representative to, and any other Representative that is not the Applicable Representative with respect to such Shared Collateral shall not, commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its security interest in or realize upon, or take any other action available to it in respect of, the Shared Collateral (including with respect to any other intercreditor agreement with respect to such Shared Collateral), whether under any Senior Collateral Document (other than the Senior Collateral Documents applicable to the Applicable Representative with respect to such Shared Collateral), applicable Law or otherwise, it being agreed that only the Applicable

Representative, acting in accordance with the applicable Senior Collateral Documents and at the direction of the Controlling Secured Parties, shall be entitled to take any such actions or exercise any remedies with respect to such Collateral at such time.

(b) Without limiting the provisions of Section 4.2, each Representative that is not the Applicable Representative hereby appoints the Applicable Representative as its agent and authorizes the Applicable Representative to, at the direction of the Controlling Secured Parties, exercise any and all remedies under each Senior Collateral Document with respect to the Shared Collateral pursuant to this Agreement, including Section 2.2(a), and to execute releases in connection therewith.

(c) Notwithstanding the equal priority of the Liens on the Shared Collateral securing each Series of Senior Obligations granted on the Shared Collateral and subject to Section 2.1, the Applicable Representative may, at the direction of the Controlling Secured Parties, deal with the applicable Shared Collateral as if such Applicable Representative had a senior and exclusive Lien on such Shared Collateral. No Senior Claimholder that is not the Applicable Representative will, or will cause any Representative to, contest, protest or object to any foreclosure proceeding or action brought by the Applicable Representative, or any other exercise by the Applicable Representative of any rights and remedies relating to the applicable Shared Collateral. The foregoing shall not be construed to limit the rights and priorities of any Senior Claimholder or Representative with respect to any Collateral not constituting Shared Collateral.

(d) If less than the Controlling Secured Parties have instructed the Applicable Representative, to act with respect to the Shared Collateral pursuant to this Section 2.2, then the Applicable Representative shall not take enforcement action unless and until the Controlling Secured Parties, instruct the Applicable Representative in writing to take such action; provided that, the Applicable Representative shall not be obligated to take any action that is (i) contrary to applicable law in any applicable jurisdiction; or (ii) based on any unlawful, ambiguous or inaccurate instruction, notice, demand, notification or other document pursuant to the Abra Senior Secured Exchangeable Notes Indenture, the Abra Senior Secured Notes Indenture and the Senior Collateral Documents.

(e) Each of the Senior Claimholders agrees that it will not (and hereby waives any right to) challenge, contest or support any other Person in challenging or contesting in any proceeding (including any Insolvency or Liquidation Proceeding), the perfection, priority, validity, attachment, or enforceability of a Lien held by or on behalf of the Senior Claimholders, with respect to the Shared Collateral, or the provisions of this Agreement; *provided* that nothing in this Agreement shall be construed to prevent or impair (x) the rights of any Representative to enforce this Agreement, (y) the rights of any Senior Claimholders to contest or support any other Person in contesting the enforceability of any Lien purporting to secure obligations not constituting Senior Obligations, or (z) the rights of any Representative or Senior Claimholder to assert that any particular Collateral is not Shared Collateral with respect to any other Representative or Senior Claimholder.

SECTION 2.3 No Interference; Payment Over; Exculpatory Provisions.

(a) Each Senior Claimholder agrees that (i) it will not (and shall be deemed to have waived any right to) challenge, contest or question or support any other Person in challenging, contesting or questioning in any proceeding (including any Insolvency or Liquidation Proceeding) the validity or enforceability of any Senior Obligations of any Series or any Senior Collateral Document or the validity, attachment, perfection or priority of any Lien under any Senior Collateral Document or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement, (ii) it will not take or cause to be taken any action the purpose or intent of which is, or could be, to interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the applicable Shared Collateral by the Applicable Representative, acting in accordance with the applicable Senior Collateral Documents, (iii) it shall have no right to (A) direct the Applicable Representative or any other Senior Claimholder to exercise any right, remedy or power with respect to the applicable Shared Collateral (including pursuant to any other intercreditor agreement with respect to any Shared Collateral) or (B) consent to, or object to, the exercise by, or any forbearance from exercising by, the Applicable Representative or any other Senior Claimholder represented by it of any right, remedy or power with respect to the applicable Shared Collateral, (iv) it will not institute any suit or assert in any suit, bankruptcy, insolvency or other proceeding (including any Insolvency or Liquidation Proceeding) any claim against the Applicable Representative or any other Senior Claimholder represented by it seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to the applicable Shared Collateral, (v) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement and (vi) it will not seek, and hereby waives any right, to have any Shared Collateral or any part thereof marshalled upon any foreclosure or other disposition of such Shared Collateral; *provided* that nothing in this Agreement shall be construed to prevent or impair the rights of any of the Applicable Representative or any other Senior Claimholder to (i) enforce this Agreement, (ii) contest or support any other Person in contesting the enforceability of any Lien purporting to secure obligations not constituting Senior Obligations, or (iii) assert that any particular Collateral does not secure the obligations owed to any other Senior Claimholder.

(b) Each Senior Claimholder hereby agrees that if it shall obtain possession of any Shared Collateral or shall realize any Proceeds (as defined in the UCC) or payment in respect of any Shared Collateral, pursuant to any Senior Collateral Document or by the exercise of any rights available to it under applicable Law or in any Insolvency or Liquidation Proceeding or through any other exercise of remedies (including pursuant to any other intercreditor agreement), at any time prior to the Discharge of each of the Senior Obligations, then it shall hold such Shared Collateral, Proceeds (as defined in the UCC) or payment in trust for the other Senior Claimholders having a security interest in such Shared Collateral and promptly transfer any such Shared Collateral, proceeds or payment, as the case may be, to the Applicable Representative with respect to such Shared Collateral, to be distributed by such Applicable Representative in accordance with the provisions of Section 2.1(a) hereof.

(c) None of the Applicable Representative, any Representative (other than the Applicable Representative) or any other Senior Claimholder shall be liable for any action taken or omitted to be taken by the Applicable Representative, such Representative (other than the Applicable Representative) or such Senior Claimholder with respect to any Shared Collateral in accordance with the provisions of this Agreement.

SECTION 2.4 Automatic Release of Liens.

(a) If, at any time any Shared Collateral is transferred or otherwise disposed of, in each case, to a third party in connection with any exercise of remedies or enforcement by the Applicable Representative, acting in accordance with this Agreement and the applicable Senior Collateral Documents, then (whether or not any Insolvency or Liquidation Proceeding is pending at the time) the Liens in favor of the applicable Representatives for the benefit of each Series of Senior Claimholders (or in favor of such other Senior Claimholders if directly secured by such Liens) upon such Shared Collateral will automatically be released and Discharged upon final conclusion of such applicable transfer or disposition as and when, but only to the extent, such Liens of the Applicable Representative on behalf of the applicable Senior Claimholders on such Shared Collateral are released and Discharged; *provided* that any proceeds of such Shared Collateral realized therefrom shall be applied pursuant to Section 2.1(a) hereof.

(b) Without limiting the rights of the Applicable Representative under Section 4.2, each Representative agrees to execute and deliver (at the sole cost and expense of the Grantors) all such authorizations and other instruments as shall reasonably be requested by the applicable Representative to evidence and confirm any release of Shared Collateral or guarantee provided for in this Section 2.4.

SECTION 2.5 Certain Agreements with Respect to Bankruptcy or Insolvency Proceedings.

(a) This Agreement shall continue in full force and effect notwithstanding the commencement of any Insolvency or Liquidation Proceeding by or against any Grantor or any of its subsidiaries. Without limiting the generality of the foregoing, it is acknowledged and agreed that this Agreement constitutes an agreement within the scope of Section 510(a) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law, including with respect to the provisions of this Article 2, and all references to "Grantor" shall include any Grantor as debtor and debtor in possession (and any receiver, trustee, or other estate representative for such Grantor, as the case may be) in any Insolvency or Liquidation Proceeding.

(b) If any Grantor shall become subject to a case (a "**Bankruptcy Case**") under the Bankruptcy Code (or other Bankruptcy Law) and shall, as debtor-in-possession, move for approval of financing ("**DIP Financing**") to be provided by one or more lenders (the "**DIP Lenders**") under Section 364 of the Bankruptcy Code (or similar provision of any other applicable Bankruptcy Law), or the use of cash collateral under Section 363 of the Bankruptcy Code (or similar provisions of any other applicable Bankruptcy Law) ("**Cash Collateral Use**"), each Senior Claimholder agrees that it will not raise any objection and shall be deemed to consent to any such DIP Financing or to the Liens on the Shared Collateral securing the same ("**DIP Financing Liens**") or to any use of cash collateral that constitutes Shared Collateral, to the extent that, with respect to DIP Financing secured by, or Cash Collateral Use of, the Shared Collateral, such DIP Financing or Cash Collateral Use has been consented to by the Controlling Secured Parties in writing. Subject to Section 2.5(c), to the extent that such DIP Financing or Cash Collateral Use has been approved pursuant to this Section 2.5(b) and such DIP Financing Liens are senior to the Liens on any such Shared Collateral, each Senior Claimholder will subordinate its Liens (if any) with respect to such Shared Collateral on the same terms as the Liens on such Shared Collateral are subordinated with

respect to such DIP Financing Liens. Subject to Section 2.5(c), to the extent that DIP Financing or Cash Collateral Use has been approved pursuant to this Section 2.5(b) and such DIP Financing Liens rank *pari passu* with the Liens on any such Shared Collateral, each Senior Claimholder will confirm the ratable treatment of such DIP Financing obligations and the Senior Obligations hereunder secured by such Shared Collateral.

(c) The covenant of each Senior Claimholder to not object to any certain DIP Financing or Cash Collateral Use pursuant to Section 2.5(b) is subject to (i) the Senior Claimholders of each Series retaining the benefit of their Liens on all such Shared Collateral pledged to the DIP Lenders, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-à-vis all the other Senior Claimholders (other than any Liens of the Senior Claimholders constituting DIP Financing Liens) as existed prior to the commencement of the Bankruptcy Case, (ii) the Senior Claimholders of each Series the obligations to which are secured by such Shared Collateral are granted Liens on any additional collateral pledged to any Senior Claimholders as adequate protection or otherwise in connection with such DIP Financing or Cash Collateral Use, with the same priority vis-à-vis the Senior Claimholders as set forth in this Agreement (other than any Liens of any Senior Claimholders constituting DIP Financing Liens), (iii) if any amount of such DIP Financing or Cash Collateral Use is applied to repay any of the Senior Obligations, such amount is applied pursuant to Section 2.1(a) of this Agreement, and (iv) if any Senior Claimholders are granted adequate protection with respect to the Senior Obligations subject hereto, including in the form of periodic payments, in connection with such DIP Financing or Cash Collateral Use, the proceeds of such adequate protection are applied pursuant to Section 2.1(a) of this Agreement; *provided* that the Senior Claimholders receiving adequate protection shall not object to any other Senior Claimholder receiving adequate protection comparable to any adequate protection granted to such Senior Claimholders in connection with a DIP Financing or Cash Collateral Use that is consistent with this Agreement

SECTION 2.6 Reinstatement.

In the event that any of the Senior Obligations shall be paid in full and such payment or any part thereof shall subsequently, for whatever reason (including an order or judgment for disgorgement or avoidance of a preference, constructive or actual fraudulent transfer or other avoidance action under the Bankruptcy Code, applicable Bankruptcy Law or any similar law or the settlement of any claim in respect thereof), be required to be returned or repaid, the terms and conditions of this Agreement shall be fully applicable thereto until all such Senior Obligations shall again have been paid in full in cash. This Section 2.6 shall survive termination of this Agreement.

SECTION 2.7 Insurance and Condemnation Awards.

As among the Senior Claimholders, the Applicable Representative, shall have the right, but not the obligation, to adjust or settle any insurance policy or claim covering or constituting Shared Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding affecting the Shared Collateral. To the extent any Representative or any other Senior Claimholder receives proceeds of such insurance policy and such proceeds are not expressly permitted or required to be returned to any Grantor under the

applicable Senior Documents, such proceeds shall be turned over to the Applicable Representative for application as provided in Section 2.1 hereof.

SECTION 2.8 [Reserved].

SECTION 2.9 Gratuitous Bailee/Agent for Perfection.

(a) The Applicable Representative shall be entitled to hold any Possessory Collateral constituting Shared Collateral. In the event that any Senior Claimholder other than the Applicable Representative receives any Possessory Collateral constituting Shared Collateral, then such Senior Claimholder shall promptly deliver, or transfer control of, such Possessory Collateral (including any Proceeds therefrom), together with any necessary endorsements and notices to depositary banks, securities intermediaries and commodities intermediaries, as applicable, to the Applicable Representative.

(b) Notwithstanding the foregoing, each Representative agrees to hold any Possessory Collateral constituting Shared Collateral from time to time in its possession or control (or in the possession or control of its agents or bailees) as gratuitous bailee for the benefit of each other Senior Claimholder of a Series of Senior Obligations secured by a Lien on such Collateral (such bailment being intended, among other things, to satisfy the requirements of Sections 8-106(d)(3), 8-301(a)(2) and 9-313(c) of the UCC) and any assignee, solely for the purpose of perfecting the security interest granted in such Shared Collateral, if any, pursuant to the applicable Senior Collateral Documents, in each case, subject to the terms and conditions of this Section 2.9. Solely with respect to any Deposit Accounts constituting Shared Collateral under the control (within the meaning of Section 9-104 of the UCC) of any Representative, each such Representative agrees to also hold control over such Deposit Accounts as gratuitous agent for each other Senior Claimholder and any assignee solely for the purpose of perfecting the security interest in such Deposit Accounts, subject to the terms and conditions of this Section 2.9.

(c) No Representative shall have any obligation whatsoever to any Senior Claimholder to ensure that the Possessory Collateral and Control Collateral is genuine or owned by any of the Grantors or to preserve rights or benefits of any Person except as expressly set forth in this Section 2.9. The duties or responsibilities of each Representative under this Section 2.9 shall be limited solely to holding any Possessory Collateral or Control Collateral constituting Shared Collateral in its possession or control as gratuitous bailee (and with respect to Deposit Accounts, as gratuitous agent) in accordance with this Section 2.9 and delivering the Possessory Collateral constituting Shared Collateral as provided in Section 2.9(f) below.

(d) None of the Representatives or any of the Senior Claimholders shall have by reason of the Senior Documents, this Agreement or any other document a fiduciary relationship (or other implied duties) in respect of the other Representatives or any other Senior Claimholder, and each Representative and each Senior Claimholder hereby waives and releases the other Representatives and Senior Claimholders from all claims and liabilities arising pursuant to any Representative's role under this Section 2.9 as gratuitous bailee with respect to the Possessory Collateral constituting Shared Collateral or any other Shared Collateral in its possession or control (and with respect to the Deposit Accounts, as gratuitous agent).

(e) The Applicable Representative shall not (i) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby; *provided* that the Applicable Representative shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Applicable Representative to liability or that is contrary to this Agreement or applicable Law, (ii) be liable for any action taken or not taken by it in the absence of its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and non-appealable judgment; (iii) be deemed to have knowledge of any Event of Default under any Series unless and until notice thereof and conspicuously labeled as a "notice of default" has been received by the Applicable Representative pursuant to the terms of the Abra Senior Secured Exchangeable Notes Indenture or the Abra Senior Secured Notes Indenture, as applicable, (iv) be responsible for or have any duty to ascertain or inquire into (1) any statement, warranty or representation made in or in connection with this Agreement or any other Senior Documents, (2) the performance or observance of any covenant under this Agreement or any Senior Document or (3) the existence of any Event of Default, or (v) be liable for interest on any money received by it hereunder except as otherwise agreed in writing.

(f) At any time the Applicable Representative is no longer the Applicable Representative, such outgoing Applicable Representative shall deliver the remaining Possessory Collateral constituting Shared Collateral in its possession (if any) together with any necessary endorsements (which endorsement shall be without recourse and without any representation or warranty), *first*, to the then Applicable Representative to the extent Senior Obligations remain outstanding and *second*, to whomever may be lawfully entitled to receive the same. The outgoing Applicable Representative further agrees to take all other actions reasonably requested by the then Applicable Representative at the expense of the Issuer or Abra in connection with the then Applicable Representative obtaining a first-priority security interest in the Shared Collateral.

SECTION 2.10 Amendments to Senior Documents.

(a) Each Senior Claimholder agrees that any Representative may enter into any amendment, restatement, supplement, waiver or modification (and, upon request by the applicable Representative, the Applicable Representative shall sign a consent to such amendment, restatement, supplement, waiver or modification) to any Senior Document (including to release Liens securing any Series of Senior Obligations) so long as such amendment, restatement, supplement, waiver or modification, (x) is not prohibited by the terms of each then existing Senior Document; (y) does not adversely affect the Senior Claimholders of any Series; and (z) does not contravene any of the terms of this Agreement.

(b) Each Senior Claimholder additionally agrees that any Representative may enter into any amendment, restatement, supplement, waiver or modification (and, upon request by the applicable Representative, the Applicable Representative shall sign a consent to such amendment, restatement, supplement, waiver or modification) to any Senior Document solely as such Senior Document relates to a particular Series of Senior Obligations (including, without limitation, to release Liens securing such Series of Senior Obligations) so long as such amendment, restatement, supplement, waiver or modification (x) is entered into in accordance with the Senior Document pursuant to which such Series of Senior Obligations was incurred; (y) does not adversely affect

the Senior Claimholders of any other Series; and (z) does not contravene any of the terms of this Agreement.

(c) In determining whether an amendment to any Senior Document is not prohibited by this Section 2.10, each Representative may conclusively rely on an Opinion of Counsel, in form and substance acceptable to each Representative, and an officer's certificate from a Responsible Officer of each of the Issuer and Abra stating that such amendment is not prohibited by this Section 2.10.

(d) The parties hereto agree that it is their intention that the Collateral granted in favor of the Abra Senior Secured Notes Agent under the Abra Senior Secured Exchangeable Notes Collateral Documents and the Collateral granted in favor of the Abra Senior Secured Exchangeable Notes Agent under the Abra Senior Secured Notes Collateral Documents be identical. In furtherance of the foregoing, the parties hereto agree, subject to the other provisions of this Agreement that upon the written request by the Abra Senior Secured Notes Agent or the Abra Senior Secured Exchangeable Notes Agent, to cooperate in good faith (and to direct their counsel to cooperate in good faith) from time to time in order to determine the specific items included in the Shared Collateral and the steps taken to perfect their respective Liens thereon and the identity of the respective parties obligated under the Senior Documents.

(e) Notwithstanding anything to the contrary in the Abra Senior Secured Notes Documents, in the event the Abra Senior Secured Exchangeable Notes Documents provide for the grant of a security interest or pledge over the assets of any Grantor and such assets do not otherwise constitute collateral under Abra Senior Secured Notes Documents, such Grantor shall (i) promptly grant a security interest in or pledge such assets to secure the Abra Senior Secured Notes Obligations, (ii) promptly take any actions necessary to perfect such security interest or pledge to the extent set forth in the documents governing the Abra Senior Secured Exchangeable Notes Documents and (iii) take all other steps reasonably requested by the Abra Senior Secured Notes Agent in connection with the foregoing.

(f) Notwithstanding anything to the contrary in the Abra Senior Secured Exchangeable Notes Documents, in the event the Abra Senior Secured Notes Documents provide for the grant of a security interest or pledge over the assets of any Grantor and such assets do not otherwise constitute collateral under Abra Senior Secured Exchangeable Notes Documents, such Grantor shall (i) promptly grant a security interest in or pledge such assets to secure the Abra Senior Secured Exchangeable Notes Obligations, (ii) promptly take any actions necessary to perfect such security interest or pledge to the extent set forth in the documents governing the Abra Senior Secured Notes Documents and (iii) take all other steps reasonably requested by the Abra Senior Secured Exchangeable Notes Agent in connection with the foregoing.

SECTION 2.11 Release of Collateral. The Applicable Representative will, in part or in whole, release the Liens over the Shared Collateral upon any one or more of the circumstances

set forth in Section 4.16 of each of the Abra Senior Secured Exchangeable Notes Indenture and the Abra Senior Secured Notes Indenture.

ARTICLE 3.

EXISTENCE AND AMOUNTS OF LIENS AND OBLIGATIONS

Whenever any Applicable Representative shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any Senior Obligations of any Series, or the Shared Collateral subject to any Lien securing the Senior Obligations of any Series, it may request that such information be furnished to it in writing by each other Representative and shall be entitled to make such determination or not make any determination on the basis of the information so furnished; *provided*, *however*, that if a Representative shall fail or refuse reasonably promptly to provide the requested information, the requesting Applicable Representative shall be entitled to make any such determination or not make any determination by such method as it may, in the exercise of its good faith judgment, determine, including by reliance upon a certificate from a Responsible Officer of each of the Issuer and Abra. The Applicable Representative may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to any Grantor, any Senior Claimholder or any other person as a result of such determination.

ARTICLE 4.

THE APPLICABLE REPRESENTATIVE

SECTION 4.1 Authority.

(a) Notwithstanding any other provision of this Agreement, nothing herein shall be construed to impose any fiduciary or other implied duty on any Applicable Representative to any Senior Claimholder or give any Senior Claimholder the right to direct any Applicable Representative other than in accordance with Section 2.2(a) and Section 2.5(b), except that the Applicable Representative shall be obligated to distribute Proceeds (as defined in the UCC) of any Shared Collateral in accordance with Section 2.1 hereof. Any Person serving as the Applicable Representative hereunder shall have the same rights and powers in its capacity as a Senior Claimholder under any Series that it holds as any other applicable Senior Claimholder, and such Person (and any of its affiliates) may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Grantors (or any Subsidiary or other Affiliate thereof) as if such Person were not the Applicable Representative hereunder and without any duty to account therefor to any other Senior Claimholder.

(b) In furtherance of the foregoing, each Senior Claimholder acknowledges and agrees that the Applicable Representative shall be entitled, for the benefit of the applicable Senior Claimholders, to sell, transfer or otherwise dispose of or deal with any Shared Collateral as provided herein and in the Senior Collateral Documents, as applicable, without regard to any rights to which the Senior Claimholders would otherwise be entitled as a result of the Senior Obligations

held by such Senior Claimholders. Without limiting the foregoing, each Senior Claimholder agrees that none of the Applicable Representative or any other Senior Claimholder shall have any duty or obligation first to marshal or realize upon any type of Shared Collateral (or any other Collateral securing any of the Senior Obligations), or to sell, dispose of or otherwise liquidate all or any portion of such Shared Collateral (or any other Collateral securing any Senior Obligations), in any manner that would maximize (or not maximize) the return to certain Senior Claimholders over others, notwithstanding that the order and timing of any such realization, sale, disposition or liquidation may affect the amount of proceeds actually received by the Senior Claimholders from such realization, sale, disposition or liquidation; *provided* that, the foregoing shall not limit the requirement that the Applicable Representative only act with respect to the Shared Collateral in accordance with Section 2.2(a). Each of the Senior Claimholders waives any claim it may now or hereafter have against any Representative of any other Series of Senior Obligations or any other Senior Claimholder of any other Series arising out of (i) any actions which any such Representative or any Senior Claimholder represented by it takes or omits to take (including actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, sale, release or depreciation of, or failure to realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the Senior Obligations from any account debtor, guarantor or any other party) in accordance with the Senior Collateral Documents or any other agreement related thereto or in connection with the collection of the Senior Obligations or the valuation, use, protection or release of any security for the Senior Obligations; *provided* that nothing in this clause (i) shall be construed to prevent or impair the rights of any Representative to enforce this Agreement, (ii) any election by any holders of Senior Obligations, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b) of the Bankruptcy Code (or similar provision of other applicable Bankruptcy Law) or (iii) subject to Section 2.5, any borrowing, or grant of a security interest or administrative expense priority under Section 364 of the Bankruptcy Code or any equivalent provision of any other Bankruptcy Law, by Abra or any of its Subsidiaries, as debtor-in-possession. Each of the Senior Claimholders acknowledges that the Representatives shall have the power to delegate or assign their rights and obligations subject to the terms of the relevant Senior Documents.

SECTION 4.2 Power-of-Attorney.

Each Representative, for itself and on behalf of each other Senior Claimholder of the Series for whom it is acting, hereby irrevocably appoints, until the Discharge of all Senior Obligations, the Applicable Representative and any officer or agent of the Applicable Representative, which appointment is coupled with an interest with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Representative or Senior Claimholder with respect to any applicable Shared Collateral, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Agreement, including the exercise of any and all remedies under each Senior Collateral Document with respect to such Shared Collateral and the execution of releases in connection therewith. In connection with the foregoing, the Applicable Representative (and any co-agents, sub-agents and attorneys-in-fact appointed by the Applicable Representative pursuant to the applicable Senior Documents for purposes of holding or enforcing any Lien on any Shared Collateral (or any portion thereof) granted under any applicable Senior Collateral Documents, or for exercising any rights and remedies thereunder or under any other intercreditor agreements at the direction of the Applicable Representative) shall be entitled to the

benefits of all provisions of this Article 4 and Article 7 of the Abra Senior Secured Exchangeable Notes Indenture and Article 7 of the Abra Senior Secured Notes Indenture (as though such co-agents, sub-agents and attorneys-in-fact were the "Collateral Agent" (or similar term) named therein) as if set forth in full herein.

SECTION 4.3 Appointment of the Applicable Representative as Security Trustee.

(a) For the purposes of any Liens or Collateral created under the U.K. Security Agreement, the following additional provisions shall apply.

(b) In this Section 4.3, the following expressions have the following meanings:

"**Appointee**" means any receiver, administrator or other insolvency officer appointed in respect of Abra or its assets.

"**Charged Property**" means the assets of Abra subject to a security interest under the U.K. Security Agreement.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by each Applicable Representative (in its capacity as security trustee).

(c) The Senior Claimholders appoint each Applicable Representative to hold the security interests constituted by the U.K. Security Agreement on trust for the Senior Claimholders and each Applicable Representative accepts that appointment.

(d) Each Applicable Representative, its subsidiaries and associated companies may each retain for its own account and benefit any fee, remuneration and profits paid to it in connection with (i) its activities under the Notes; and (ii) its engagement in any kind of banking or other business with Abra.

(e) Nothing in the Abra Senior Secured Exchangeable Notes Indenture, the Abra Senior Secured Notes Indenture or this Agreement constitutes any Applicable Representative as a trustee or fiduciary of, nor shall any Applicable Representative have any duty or responsibility to, the Issuer or Abra.

(f) No Applicable Representative shall have any duties or obligations to any other person except for those which are expressly specified in the Abra Senior Secured Exchangeable Notes Indenture, the Abra Senior Secured Notes Indenture, this Agreement or the Collateral Documents or mandatorily required by applicable law.

(g) Each Applicable Representative may appoint one or more Delegates on such terms (which may include the power to sub-delegate) and subject to such conditions as it thinks fit, to exercise and perform all or any of the duties, rights, powers and discretions vested in it by the U.K. Security Agreement and shall not be obliged to supervise any Delegate or be responsible to any person for any loss incurred by reason of any act, omission, misconduct or default on the part of any Delegate, provided however, that such Applicable Representative shall ensure that any such Delegate expressly agrees to be bound by the terms of this Agreement.

(h) Each Applicable Representative may (whether for the purpose of complying with any law or regulation of any overseas jurisdiction, or for any other reason) appoint (and subsequently remove) any person to act jointly with such Applicable Representative either as a separate trustee or as a co- trustee on such terms and subject to such conditions as the Applicable Representative thinks fit and with such of the duties, rights, powers and discretions vested in the Applicable Representative by the U.K. Security Agreement as may be conferred by the instrument of appointment of that person, provided however, that such Applicable Representative shall ensure that any such trustee or co-trustee expressly agrees to be bound by the terms of this Agreement.

(i) Each Applicable Representative shall notify the Senior Claimholders of the appointment of each Appointee (other than a Delegate).

(j) Subject to Section 7.16 of the Abra Senior Secured Exchangeable Notes Indenture, each Applicable Representative may pay reasonable remuneration to any Delegate or Appointee, together with any costs and expenses (including legal fees) reasonably incurred by the Delegate or Appointee in connection with its appointment. All such remuneration, costs and expenses shall be treated, for the purposes of the Abra Senior Secured Exchangeable Notes Indenture, the Abra Senior Secured Notes Indenture or this Agreement, as paid or incurred by such Applicable Representative.

(k) Each Delegate and each Appointee shall have every benefit, right, power and discretion and the benefit of every exculpation (together "Rights") of an Applicable Representative (in its capacity as security trustee) under the U.K. Security Agreement, and each reference to the Applicable Representative (where the context requires that such reference is to the Applicable Representative in its capacity as security trustee) in the provisions of the U.K. Security Agreement which confer Rights shall be deemed to include a reference to each Delegate and each Appointee.

(l) Each Senior Claimholder confirms its approval of the U.K. Security Agreement and authorizes and instructs the Applicable Representative: (i) to execute and deliver the U.K. Security Agreement; (ii) to exercise the rights, powers and discretions given to the Applicable Representative (in its capacity as security trustee) under or in connection with the U.K. Security Agreement together with any other incidental rights, powers and discretions; and (iii) to give any authorizations and confirmations to be given by the Applicable Representative (in its capacity as security trustee) on behalf of the Senior Claimholders under the U.K. Security Agreement.

(m) The Applicable Representative may accept without inquiry the title (if any) which any person may have to the Charged Property.

(n) Each other Senior Claimholder confirms that it does not wish to be registered as a joint proprietor of any security interest constituted by the U.K. Security Agreement and accordingly authorizes the Applicable Representative to hold such security interest in its sole name (or in the name of any Delegate) as trustee for the Senior Claimholders.

(o) Except to the extent that the U.K. Security Agreement otherwise requires, any moneys which the Applicable Representative receives under or pursuant to the U.K. Security Agreement may be: (a) invested in any investments which the Applicable Representative selects and which are authorized by applicable law; or (b) placed on deposit at any bank or institution

(including the Applicable Representative) on terms that the Applicable Representative thinks fit, in each case in the name or under the control of the Applicable Representative, and such Applicable Representative shall hold those moneys, together with any accrued income (net of any applicable tax) to the order of the Holders, and shall pay them to the Holders on demand.

(p) Unless caused by its gross negligence or willful misconduct, the Applicable Representative shall not be liable for (i) any defect in or failure of the title (if any) which any person may have to any assets over which security is intended to be created by the U.K. Security Agreement; (ii) any loss resulting from the investment or deposit at any bank of moneys which it invests or deposits in a manner permitted by the U.K. Security Agreement; (iii) the exercise of, or the failure to exercise, any right, power or discretion given to it by or in connection with the Abra Senior Secured Exchangeable Notes Indenture, the Abra Senior Secured Notes Indenture or this Agreement and the Senior Collateral Documents or any other agreement, arrangement or document entered into, or executed in anticipation of, under or in connection with the Notes; or (iv) any shortfall which arises on enforcing a U.K. Security Agreement.

(q) No Applicable Representative shall be liable for any failure to (i) obtain any authorization or environmental permit in respect of any of the Charged Property or the U.K. Security Agreement; (ii) perfect, protect, register, make any filing or give any notice in respect of the U.K. Security Agreement (or the order of ranking of the U.K. Security Agreement), unless that failure arises directly from its own gross negligence or willful misconduct; or (iii) require any further assurances in relation to the U.K. Security Agreement.

(r) In respect of the U.K. Security Agreement, no Applicable Representative shall be obligated to: (i) insure, or require any other person to insure, the Charged Property; or (ii) make any enquiry or conduct any investigation into the legality, validity, effectiveness, adequacy or enforceability of any insurance existing over such Charged Property.

(s) In respect of the U.K. Security Agreement, no Applicable Representative shall have any obligation or duty to any person for any loss suffered as a result of: (i) the lack or inadequacy of any insurance; or (ii) the failure of such Applicable Representative to notify the insurers of any material fact relating to the risk assumed by them, or of any other information of any kind, unless the Holders have requested it to do so in writing and the Applicable Representative has failed to do so within fourteen (14) days after receipt of that request.

(t) Section 1 of the Trustee Act 2000 (UK) shall not apply to the duty of the Applicable Representative in relation to the trusts constituted by the Indenture or this Agreement.

SECTION 4.4 Resignation and Removal of the Abra Senior Secured Exchangeable Notes Agent or the Abra Senior Secured Notes Agent.

(a) Subject to the appointment of a successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent as provided in this Section 4.4, the Abra Senior Secured Exchangeable Notes Agent and/or the Abra Senior Secured Notes Agent may resign by giving not less than thirty (30) days' written notice to the Abra Senior Secured Exchangeable Notes Secured Parties or the Abra Senior Secured Notes Secured Parties, as the case may be, and the Issuer.

(b) The Abra Senior Secured Exchangeable Notes Agent and the Abra Senior Secured Notes Agent may be removed by the Abra Senior Secured Exchangeable Notes Secured Parties and the Abra Senior Secured Notes Secured Parties, respectively. Subject to Section 4.4(c) below, any successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent, as the case may be, may be appointed by the Abra Senior Secured Exchangeable Notes Secured Parties and the Abra Senior Secured Notes Secured Parties, respectively, in each case in accordance with the provisions of the Senior Collateral Documents and the Senior Documents, as applicable.

(c) Notwithstanding anything set forth in Section 4.4(a) or Section 4.4(b), in the event of resignation by or removal of the Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent in accordance with the terms of the Senior Collateral Documents and the Senior Documents, as applicable, the Abra Senior Secured Exchangeable Notes Secured Parties and the Abra Senior Secured Notes Secured Parties, as the case may be, shall have the right, subject to the prior written consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed) (unless a Default or an Event of Default has occurred and is continuing in which case no such consent shall be required), to appoint a successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent, as the case may be, and if no such successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent shall have been so appointed and shall have accepted such appointment thirty (30) days after the retiring Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent's giving of notice of resignation or notice of the removal of the retiring Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent, as applicable, then the retiring Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent may, on behalf of the Abra Senior Secured Exchangeable Notes Secured Parties or Abra Senior Secured Notes Secured Parties, as the case may be, petition a court of competent jurisdiction for the appointment of a successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent, at the expense of the Issuer. Upon the acceptance of any appointment as Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent hereunder by a successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent, such successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent and the retiring Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent shall be discharged from its duties and obligations hereunder. After any retiring Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent's resignation or removal hereunder as Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent the provisions of this Section 4.4 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent hereunder.

(d) The retiring Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent shall reasonably cooperate with the successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent, including:

(i) making available to the successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent those documents and records and providing

any assistance as the successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent may reasonably request for the purposes of performing its functions as the Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent under the Senior Collateral Documents;

(ii) entering into and delivering to the successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent those documents and effecting any registrations as may reasonably be required for the transfer or assignment of all of its rights and benefits under the Senior Collateral Documents to the successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent; and

(iii) take whatever action the successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent may reasonably require to ensure that all rights, powers and security vested in the Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent are vested in the successor Abra Senior Secured Exchangeable Notes Agent or Abra Senior Secured Notes Agent.

ARTICLE 5.

MISCELLANEOUS

SECTION 5.1 Integration/Conflicts.

This Agreement, together with the other Senior Documents and the Senior Collateral Documents, represents the entire agreement of each of the Grantors and the Senior Claimholders with respect to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. There are no promises, undertakings, representations or warranties by any Representative or Senior Claimholder relative to the subject matter hereof and thereof not expressly set forth or referred to herein or therein. In the event of any conflict between the provisions of this Agreement and the provisions of the Senior Documents the provisions of this Agreement shall govern and control. For the avoidance of any doubt, nothing in this Agreement is intended to or shall impair the obligations of any Grantor, which are absolute and unconditional, to pay the Senior Obligations as and when the same shall become due and payable in accordance with their terms.

SECTION 5.2 Continuing Nature of this Agreement; Severability.

This Agreement shall become effective when executed and delivered by the parties hereto. This is a continuing agreement and the Senior Claimholders of any Series may continue, at any time and without notice to any Senior Claimholder of any other Series, to extend credit and other financial accommodations and lend monies to or for the benefit of Abra or any other Grantor constituting Senior Obligations in reliance hereon. The terms of this Agreement shall survive, and continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions

with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.3 Amendments; Waivers.

(a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be in writing and permitted by paragraph (b) of this Section 5.3, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) This Agreement may be amended in writing signed by each Representative then party to this Agreement and the Controlling Secured Party; *provided* that, neither this Agreement nor any provision hereof may be terminated, waived, amended or modified without the Issuer's and Abra's written consent if such termination of provision, waiver, amendment or other modification increases the obligations or reduces the rights of, or imposes additional duties on, the Issuer, Abra or any other Grantor. Any such amendment, supplement or waiver shall be in writing and shall be binding upon the Senior Claimholders and their respective permitted successors and assigns.

SECTION 5.4 Information Concerning Financial Condition of Abra and the Other Subsidiaries.

The Representatives and the other Senior Claimholders of each Series shall each be responsible for keeping themselves informed of (x) the financial condition of Abra and its Subsidiaries and all endorsers or guarantors of the Senior Obligations and (y) all other circumstances bearing upon the risk of nonpayment of the Senior Obligations. The Representatives and the other Senior Claimholders of each Series shall have no duty to advise any other party hereunder of information known to it or them regarding such condition or any such circumstances or otherwise. In the event the Representatives or any of the other Senior Claimholders, in its or their sole discretion, undertakes at any time or from time to time to provide any such information to any other party, it shall be under no obligation to:

(a) make, and such Representatives and such other Senior Claimholders shall not make or be deemed to have made, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided;

(b) provide any additional information or to provide any such information on any subsequent occasion;

(c) undertake any investigation; or

(d) disclose any information that, pursuant to accepted or reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

SECTION 5.5 Consent to Jurisdiction; Certain Waivers.

Each Representative, on behalf of itself and each other Senior Claimholder for which it is acting, irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of New York sitting in New York City in the borough of Manhattan, the courts of the United States District Court for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same and agrees not to commence or support any such action or proceeding in any other jurisdiction;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person (or its Representative) at the address referred to in Section 5.7 except in the case of the Issuer and Abra, who has legally, validly, effectively and irrevocably designated, appointed and empowered Cogency Global, Inc., as agent for service of process in any legal suit action or proceeding arising out of or related to this Agreement in any courts of the State of New York sitting in New York City in the borough of Manhattan, the courts of the United States District Court for the Southern District of New York, and appellate courts from any thereof;

(d) agrees that nothing herein shall affect the right of any other party hereto (or any Senior Claimholders) to effect service of process in any other manner permitted by Law; and

(e) waives, to the maximum extent not prohibited by Law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 5.5 any special, exemplary, punitive or consequential damages.

SECTION 5.6 Notice of Discharge.

Promptly following the Discharge of any Series of Senior Obligations, the Representative with respect to such Series of Senior Obligations that is so Discharged will provide written notice of such Discharge to each other Representative.

SECTION 5.7 Notices.

All notices, requests, demands and other communications provided for or permitted here-under shall be in writing and shall be sent:

(i) if to the Issuer, Abra or any other Grantor, at their address at:

1 Ashley Road, 3rd Floor
Altrincham, Cheshire, UK
WA14 2DT
Attention: Richard F. Lark Jr.
Email: rflark@abragroup.net

(ii) if to the Abra Senior Secured Exchangeable Notes Agent, to it at:

TMF Group New York, LLC
48 Wall Street, 27th Floor
New York, NY 10005
Attention: David Johnson
Email: david.johnson@tmf-group.com

(iii) if to the Abra Senior Secured Notes Agent, to it at:

TMF Group New York, LLC
48 Wall Street, 27th Floor
New York, NY 10005

Attention: David Johnson
Email: david.johnson@tmf-group.com

SECTION 5.8 Further Assurances.

Each Representative, on behalf of itself and each other Senior Claimholder represented by it, and Abra and each other Grantor, agrees that it will take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the other parties hereto may reasonably request to effectuate the terms of, and the Lien priorities contemplated by, this Agreement.

SECTION 5.9 Agency Capacities.

Except as expressly provided herein, (a) TMF GROUP NEW YORK, LLC, is acting in the capacity of Abra Senior Secured Exchangeable Notes Agent solely for the Abra Senior Secured Exchangeable Notes Secured Parties and (b) TMF GROUP NEW YORK, LLC, is acting in the capacity of Abra Senior Secured Notes Agent solely for the Abra Senior Secured Notes Secured Parties.

It is understood and agreed that each of the Abra Senior Secured Exchangeable Notes Agent and the Abra Senior Secured Notes Agent (each of them acting either directly or through the "Onshore Collateral Agents" as defined in the Abra Senior Secured Exchangeable Notes Indenture and the Abra Senior Secured Notes Indenture) is entering into this Agreement in

connection with and pursuant to its capacity as collateral agent under and pursuant to the provisions of Section 7.13 of the Abra Senior Secured Exchangeable Notes Indenture and Section 7.13 of the Abra Senior Secured Notes Indenture applicable to the Abra Senior Secured Exchangeable Notes Agent and Abra Senior Secured Notes Agent, respectively. Moreover, when acting hereunder as Applicable Representative, the Abra Senior Secured Exchangeable Notes Agent and the Abra Senior Secured Notes Agent shall have all the benefits, indemnities, immunities, privileges, protections, and rights granted to it in its capacity as Collateral Agent under the Section 7.13 of the Abra Senior Secured Exchangeable Notes Indenture and Section 7.13 of the Abra Senior Secured Notes Indenture, as the case may be. For avoidance of any doubt, when acting hereunder, the Applicable Representative is acting hereunder solely in its capacity as an agent and shall not have or shall not owe any fiduciary duty to any party.

SECTION 5.10 Governing Law; WAIVER OF JURY TRIAL.

(A) **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF).**

(B) **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

SECTION 5.11 Binding on Successors and Assigns.

This Agreement shall be binding upon each Representative, the Senior Claimholders, the Issuer, Abra and any other Grantors, and their respective permitted successors and assigns from time to time.

SECTION 5.12 Section Titles.

The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Agreement.

SECTION 5.13 Counterparts.

This Agreement may be executed in one or more counterparts, including by means of facsimile or other electronic method, each of which shall be an original and all of which shall together constitute one and the same document. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "**Electronic Signatures**" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 5.14 Conflicts. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of any of the Senior Documents, the provisions of this Agreement shall control.

SECTION 5.15 Authorizations.

By its signature, each Person executing this Agreement, on behalf of a party hereto, represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement. The Abra Senior Secured Exchangeable Notes Agent represents and warrants that this Agreement is binding upon the Abra Senior Secured Exchangeable Notes Secured Parties. The Abra Senior Secured Notes Agent represents and warrants that this Agreement is binding upon the Abra Senior Secured Notes Secured Parties.

SECTION 5.16 No Third Party Beneficiaries; Successors and Assigns.

The Lien priorities set forth in this Agreement and the rights and benefits hereunder in respect of such Lien priorities shall inure solely to the benefit of the Senior Claimholders and their respective permitted successors and assigns, and no other Person shall have or be entitled to assert such rights. Nothing in this Agreement is intended to or shall impair the obligations of the Issuer, Abra or any Grantor, which are absolute and unconditional, to pay the Obligations as and when the same shall become due and payable in accordance with their terms. Without limitation of any other provisions of this Agreement, Abra, on behalf of itself and each Grantor, hereby (a) acknowledges that it has read this Agreement and consents hereto, (b) agrees that it will not take any action that would be contrary to the express provisions of this Agreement and (c) agrees to abide by the requirements expressly applicable to it under this Agreement.

SECTION 5.17 No Indirect Actions.

Unless otherwise expressly stated, if a party may not take an action under this Agreement, then it may not take that action indirectly, or support any other Person in taking that action directly or indirectly. "Taking an action indirectly" means taking an action that is not expressly prohibited for the party but is intended to have substantially the same effects as the prohibited action.

SECTION 5.18 Additional Grantors.

Each of the Issuer and Abra hereby represents and warrants to the Representatives that the Grantors party hereto and the Abra constitute the only Grantors on the date hereof. Each of the Issuer and Abra hereby covenants and agrees to cause each person which becomes a Grantor following the execution of this Agreement to acknowledge and accept this Agreement (in the capacity of a Grantor) by duly executing and delivering a counterpart of the supplement hereto substantially in the form of Annex I hereof to each Representative.

[*SIGNATURE PAGES FOLLOW*]

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

TMF GROUP NEW YORK, LLC,
as Abra Senior Secured Exchangeable Notes Agent for the Abra Senior Secured Exchangeable Notes Secured Parties

By: _____
Name: Albert J. Fioravanti
Title: Managing Director

TMF GROUP NEW YORK, LLC,
as Abra Senior Secured Notes Agent for the Abra Senior Secured Notes Secured Parties

By: _____
Name: Albert J. Fioravanti
Title: Managing Director

ACKNOWLEDGEMENT OF
FIRST LIEN PARI PASSU INTERCREDITOR AGREEMENT
(Abra and the other Grantors)

Each of Abra and the other Grantors has read the First Lien Pari Passu Intercreditor Agreement, dated as of March 02, 2023, among TMF GROUP NEW YORK, LLC, as Representative for the Abra Senior Secured Exchangeable Notes Secured Parties (in such capacity and together with its successors in such capacity, the "Abra Senior Secured Exchangeable Notes Agent"), and TMF GROUP NEW YORK, LLC, as Representative for the Abra Senior Secured Notes Secured Parties (in such capacity and together with its successors in such capacity, the "Abra Senior Secured Notes Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the First Lien Pari Passu Intercreditor Agreement.

1. Each of Abra and the other Grantors executes and delivers this instrument to evidence its acknowledgment of and consent to the First Lien Pari Passu Intercreditor Agreement. Each of Abra and the other Grantors agrees to recognize all rights granted thereby to the Abra Senior Secured Exchangeable Notes Agent, the Abra Senior Secured Notes Agent and the Secured Parties, and will act in a manner consistent with the agreements set forth therein.

2. Each of Abra and the other Grantors further agrees that it is not an intended beneficiary or third party beneficiary of the First Lien Pari Passu Intercreditor Agreement. Furthermore, for the avoidance of doubt, each of Abra and the other Grantors acknowledges that it is not a "party" to the First Lien Pari Passu Intercreditor Agreement.

3. Notwithstanding anything to the contrary in the First Lien Pari Passu Intercreditor Agreement or provided herein, each of the undersigned acknowledges that the Grantors shall not have any right to consent to or approve any amendment, renewal, extension, supplement, modification or waiver of any provision of the First Lien Pari Passu Intercreditor Agreement except as set forth in Section 5.3 of the First Lien Pari Passu Intercreditor Agreement.

[*Remainder of this page intentionally left blank*]

DocuSign Envelope ID: 5739345E-155E-4E81-8609-CD06325614C3

ABRA GLOBAL FINANCE,
as Issuer

By: DocuSigned by: Richard F. Lark, Jr. FB1522E34AB94EF...
Name: Richard F. Lark, Jr.
Title: Director

[Signature Page - Acknowledgement of
First Lien Pari Passu Intercreditor Agreement

DocuSign Envelope ID: 5739345E-155E-4E81-8609-CD06325614C3

ABRA GROUP LIMITED,
as Guarantor

By: DocuSigned by: Richard F. Lark, Jr.
FB1522E34AB94EF...
Name: Richard F. Lark, Jr.
Title: Director

Annex I

FORM OF GRANTOR JOINDER AGREEMENT

GRANTOR JOINDER AGREEMENT NO. [ ] (this "**Grantor Joinder Agreement**") dated as of [ ], 20[ ] to the FIRST LIEN PARI PASSU INTERCREDITOR AGREEMENT dated as of March 02, 2023, (the "**First Lien Pari Passu Intercreditor Agreement**"), among TMF GROUP NEW YORK, LLC, as Abra Senior Secured Exchangeable Notes Agent, TMF GROUP NEW YORK, LLC, as Abra Senior Secured Notes Agent, and the additional Representatives from time to time a party thereto, and acknowledged and agreed to by Abra Global Finance (the "**Issuer**"), Abra Group Limited ("**Abra**"), and the other Grantors signatory thereto.

Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the First Lien Pari Passu Intercreditor Agreement.

The undersigned, [_____], a [_____], (the "**New Grantor**") wishes to acknowledge and agree to the First Lien Pari Passu Intercreditor Agreement and become a party thereto to the limited extent contemplated by Section 5.18 thereof and to acquire and undertake the rights and obligations of a Grantor thereunder.

Accordingly, the New Grantor agrees as follows for the benefit of the Representatives and the Senior Claimholders:

Section 1. Accession to the First Lien Pari Passu Intercreditor Agreement. The New Grantor (a) acknowledges and accepts the First Lien Pari Pass Intercreditor Agreement as an additional Grantor as contemplated by Section 5.18 thereof, (b) agrees to all the terms and provisions of the First Lien Pari Passu Intercreditor Agreement and (c) shall have all the rights and obligations of a Grantor under the First Lien Pari Passu Intercreditor Agreement. This Grantor Joinder Agreement supplements the First Lien Pari Passu Intercreditor Agreement and is being executed and delivered by the New Grantor pursuant to Section 5.18 of the First Lien Pari Passu Intercreditor Agreement.

Section 2. Representations, Warranties and Acknowledgement of the New Grantor. The New Grantor represents and warrants to each Representative and to the Senior Claimholders that (a) it has full power and authority to enter into this Grantor Joinder Agreement, in its capacity as Grantor and (b) this Grantor Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of this Grantor Joinder Agreement.

Section 3. Counterparts. This Grantor Joinder Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grantor Joinder Agreement or any document or instrument delivered in connection herewith by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Grantor Joinder Agreement or such other document or instrument, as applicable.

Section 4. Section Headings. Section heading used in this Grantor Joinder Agreement are for convenience of reference only and are not to affect the construction hereof or to be taken in consideration in the interpretation hereof.

Section 5. Benefit of Agreement. The agreements set forth herein or undertaken pursuant hereto are for the benefit of, and may be enforced by, any party to the First Lien Pari Passu Intercreditor Agreement subject to any limitations set forth in the First Lien Pari Passu Intercreditor Agreement with respect to the Grantors.

Section 6. Governing Law; Waiver of Jury Trial. Section 5.10 (*Governing Law; Waiver of Jury Trial*) of the First Lien Pari Passu Intercreditor Agreement is hereby incorporated by reference; *mutatis mutandis*.

Section 7. Severability. In case any one or more of the provisions contained in this Grantor Joinder Agreement should be held invalid, illegal or unenforceable in any respect, none of the parties hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the First Lien Pari Passu Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 5.7 of the First Lien Pari Passu Intercreditor Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature hereto, which information supplements Section 5.7 of the First Lien Pari Passu Intercreditor Agreement.

IN WITNESS WHEREOF, the New Grantor has duly executed this Grantor Joinder Agreement to the First Lien Pari Passu Intercreditor Agreement as of the day and year first above written.

[_____]

By _____
Name:
Title:

Address: _____
_____
_____