UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 11, 2026

New Fortress Energy Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-38790**	**83-1482060**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

111 W. 19th Street, 8th Floor **New York, NY**	**10011**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **(516) 268-7400**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.01 per share	**"NFE"**	**Nasdaq Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

☐ Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act ☐

Item 1.01. Entry into a Material Definitive Agreement.

On September 11, 2026 (the "Closing Date" or the "Restructuring Effective Date" in relation to the Restructuring Plans (as defined herein)), New Fortress Energy Inc. (the "Company") consummated the previously announced comprehensive restructuring of the Company's principal funded debt obligations (the "Transaction") pursuant to the restructuring plans promoted by each of two indirect subsidiaries of the Company under Part 26A of the UK Companies Act 2006 (together, the "Restructuring Plans") and sanctioned by the High Court of Justice of England and Wales on June 18, 2026. On June 29, 2026, the United States Bankruptcy Court for the Southern District of New York entered an order granting recognition of the Restructuring Plans in the United States pursuant to chapter 15 of the U.S. Bankruptcy Code.

In accordance with the terms of (i) the Restructuring Support Agreement (the "RSA"), entered into on March 17, 2026, between the Company, certain of its subsidiaries, and certain of its lenders and noteholders, and filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the "SEC") on March 17, 2026 and (ii) the Restructuring Plans, together with the related transaction implementation deed, on the Closing Date:

- the Company separated into two separate, independent companies: one generally comprising the Company's businesses and assets in Brazil ("BrazilCo"), and the other generally comprising the Company's other businesses and assets, which will be retained by the Company ("CoreCo");
- the following debt instruments, and all obligations thereunder (collectively, the "Terminated Debt," and the holders of such Terminated Debt, the "Plan Creditors"), were terminated, and all liens in connection therewith were released:
    - the 6.500% Senior Notes due 2026, issued by the Company pursuant to that certain Indenture, dated as of April 12, 2021, by and among the Company, as issuer, the guarantors from time to time party thereto and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee and collateral agent;
    - that certain Credit Agreement, dated as of April 15, 2021, by and among the Company, as the borrower, the guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto, and MUFG Bank Ltd., as administrative agent and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement");
    - that certain Credit Agreement, dated as of October 30, 2023, by and among the Company, as the borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto, and Wilmington Trust, National Association (as successor by assignment to Morgan Stanley Senior Funding, Inc.), as administrative agent and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan B Credit Agreement");
    - the 8.750% Senior Secured Notes, issued by the Company pursuant to that certain Indenture, dated as of March 8, 2024, by and among the Company, as the issuer, the guarantors from time to time party thereto and U.S. Bank Trust Company, National Association, as trustee and collateral agent;
    - that certain Credit Agreement, dated as of July 19, 2024, by and among the Company, as the borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto, and Wilmington Trust, National Association (as successor by assignment to Morgan Stanley Senior Funding, Inc.), as administrative agent and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan A Credit Agreement");
    - the 12.000% Senior Secured Notes due 2029 (the "New 2029 Notes"), issued pursuant to that certain Indenture, dated as of November 22, 2024, by and among NFE Financing LLC, an indirect subsidiary of the Company, as the issuer, the guarantors from time to time party thereto and Wilmington Savings Fund Society, FSB, as trustee and collateral agent;
    - that certain Credit Agreement, dated as of November 22, 2024, by and among the Company, the guarantors from time to time party thereto, NFE Brazil Investments LLC, as lender, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent;

- that certain Credit Agreement, dated as of December 6, 2024, by and among the Company, the guarantors from time to time party thereto, NFE Financing LLC, as lender, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent; and
- that certain Credit Agreement, dated as of November 22, 2024, among NFE Brazil Investments LLC, a Delaware limited liability company, as borrower, NFE Financing, as lender, the guarantors from time to time party thereto, and Wilmington Savings Fund Society, FSB as administrative agent and collateral agent;

- the Terminated Debt was exchanged with the applicable Plan Creditors for a combination of the following debt obligations and equity securities:
  - 100% of the common equity interests in BrazilCo;
  - $571.3 million in senior secured term loans incurred by the Company, as borrower, and guaranteed by certain subsidiaries of the Company (the "New CoreCo Take-Back Term Loans");
  - 2,454,936 shares of CoreCo's Series A Mandatorily Convertible Preferred Stock (the "CoreCo Mandatorily Convertible Preferred Stock");
  - 10,608,922 shares of the Company's Class A common stock ("CoreCo common stock"), representing 65% of the CoreCo common stock as of the Closing Date (giving effect to the Reverse Split (as defined below), but before giving effect to any incentive plan for directors, officers and other employees of the Company or any conversion of the CoreCo Mandatorily Convertible Preferred Stock), with existing stockholders retaining the other 35%;
  - $400 million in non-recourse senior secured term loans (the "FLNG 2 Term Loans") incurred by NFE FLNG 2 Parent LLC ("FLNG 2 Parent"), a newly formed holding company, payable in full on the third anniversary of the Closing Date, guaranteed by, and secured by substantially all of the assets of, the subsidiaries of FLNG 2 Parent, including NFE FLNG 2 LLC ("FLNG 2"), which is a wholly owned consolidated subsidiary of the Company that owns the Company's FLNG 2 assets; and
  - $200 million in non-convertible, preferred equity interests (the "FLNG 2 Preferred Interests") issued by FLNG 2 Parent;
- the Company's existing letter of credit facility was amended and restated (the "Amended LC Facility") and provides for a $250 million committed letter of credit facility. Certain letters of credit issued under the Company's Revolving Credit Agreement will be replaced by letters of credit issued under the Amended LC Facility;
- the Company raised $136.5 million of new financing from certain existing creditors (the "CoreCo Capital Raise"), comprised of $36.5 million ($35 million issued with 4% original issue discount) of new senior secured term loans (the "Capital Raise Senior Term Loans," and together with the New CoreCo Take-Back Term Loans, the "New CoreCo Senior Term Loans") and $100 million of new junior term loans plus an additional $3 million premium on such junior term loans to be paid in kind which rank junior in right of payment to the New CoreCo Senior Term Loans (such junior loans, collectively, the "Capital Raise Junior Term Loans," and together with the Capital Raise Senior Term Loans, the "Capital Raise Term Loans"); and
- BrazilCo paid approximately $74 million to CoreCo in satisfaction of certain existing intercompany obligations.

As previously disclosed, on March 31, 2026, Wesley R. Edens, the Chief Executive Officer of the Company and a member of the Board of Directors of the Company (the "Board of Directors"), purchased at a discount approximately $110 million aggregate principal amount of the loans issued pursuant to Term Loan A Credit Agreement. By virtue of his ownership of such loans, Mr. Edens received a pro rata portion of the consideration received by the lenders under the Term Loan A Credit Agreement, consisting of, among other things, 208,588 shares of CoreCo common stock and 48,288 shares of CoreCo Mandatorily Convertible Preferred Stock. Additionally, pursuant to the terms of the RSA, on the Closing Date, Mr. Edens purchased from certain Plan Creditors 28,313 shares of CoreCo common stock and 6,671 shares of CoreCo Mandatorily Convertible Preferred Stock for aggregate consideration of $1,667,985.02.

The foregoing description of the Transaction does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the RSA, the Restructuring Plans, and the other definitive documents referred to in the RSA.

Separation Agreement

On the Closing Date, the Company entered into a Separation Agreement (the "Separation Agreement") with NFE Brazil Holdings Limited, a Bermuda exempted company limited by shares ("NFE Brazil"), and Bradford County Holdings Limited, a Bermuda exempted company limited by shares (together with NFE Brazil, "Brazil TopCo"), that sets forth, among other things, the agreements between the Company and Brazil TopCo regarding the principal actions to be taken in connection with the separation of the Company's Brazil business from its other businesses and the transfer of all of the issued and outstanding equity interests of Brazil TopCo to certain holders of the Company's debt, pursuant to the RSA and the Restructuring Plans (collectively, the "BrazilCo Separation"). It also sets forth other agreements that govern certain aspects of the Company's relationship with Brazil TopCo following the BrazilCo Separation. A summary of certain terms and conditions of the Separation Agreement can be found in the section entitled "Background of the Restructuring Transaction Proposals—Separation of Brazil Business—Separation Agreement" in the Company's Definitive Proxy Statement on Schedule 14A filed with the SEC on May 27, 2026. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Separation Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Separation Agreement, a copy of which is attached as Exhibit 10.1 hereto and is incorporated into this Item 1.01 by reference.

Transition Services Agreement

On the Closing Date, the Company entered into a Transition Services Agreement with NFE Brazil (the "Transition Services Agreement"). Pursuant to the Transition Services Agreement, the Company will provide certain transitional services to NFE Brazil. The services, including, without limitation, information technology support, trademark management support and logistics support, will be provided for a limited time following the consummation of the BrazilCo Separation, and will be provided for specified fees as mutually agreed by the Company and NFE Brazil.

CoreCo Credit Agreement

On the Closing Date, the Company, as borrower, entered into a Credit Agreement (the "New CoreCo Credit Agreement") with the guarantors party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent, providing for (i) a senior secured term loan facility (the "New CoreCo Senior Term Loan Facility") consisting of the New CoreCo Take-Back Term Loans issued in a cashless rollover of certain of the Company's existing revolving credit and term loan indebtedness and the Capital Raise Senior Term Loans and (ii) a junior term loan facility (the "New CoreCo Junior Term Loan Facility", and together with the New CoreCo Senior Term Loan Facility, the "New CoreCo Term Loan Facility") consisting of the Capital Raise Junior Term Loans. The Capital Raise Term Loans were funded by a fronting lender on the Closing Date on behalf of the participating lenders and such loans will subsequently be assigned to such lenders. Plan Creditors may subscribe for their *pro rata* portion of the Capital Raise Senior Term Loans and/or the Capital Raise Junior Term Loans as described in Item 7.01 below. The New CoreCo Credit Agreement also provides the Company with the ability to incur up to $50.0 million of additional Capital Raise Junior Loans after the Closing Date pursuant to an incremental amendment.

The New CoreCo Term Loan Facility is guaranteed, jointly and severally, on a senior secured basis by the Company and each of its restricted material subsidiaries, subject to certain exceptions and exclusions (collectively, the "New CoreCo Loan Parties") and are secured by first-priority liens (ranking junior only to certain permitted liens, including the super priority liens securing New CoreCo LC Facility (as defined below) on substantially all of the assets of the New CoreCo Loan Parties, subject to certain exceptions and exclusions. The New CoreCo Term Loan Facility is subject to a customary intercreditor agreement with respect to the liens securing the New CoreCo LC Facility, pursuant to which the liens under the New CoreCo LC Facility rank senior to the liens under the New CoreCo Term Loan Facility with respect to shared collateral.

The New CoreCo Senior Term Loans bear interest at Term SOFR plus a fixed rate of 6.125% per annum payable in cash (the "Senior Cash Rate"), and the Capital Raise Junior Term Loans bear interest at Term SOFR plus a fixed rate of 8.125% per annum payable in cash (the "Junior Cash Rate," and together with the Senior Cash Rate, the "Cash Rate"). The Company will be permitted to, at its option, pay interest in kind during the period commencing on the Closing Date or any incremental term loan funding date and ending on the last day of the first full fiscal quarter after the 18-month anniversary thereof, at a rate equal to the applicable Cash Rate plus 1.50% with respect to the New CoreCo Senior Term Loans and 2.00% with respect to the Capital Raise Junior Term Loans, compounding at the end of the applicable interest period (but at least quarterly). The New CoreCo Term Loan Facility matures five (5) years after the Closing Date, subject to extensions of the maturity date of the New CoreCo Term Loans as set forth in the New CoreCo Credit Agreement, and will amortize at a rate of 1.00% per annum.

The New CoreCo Term Loans may be voluntarily prepaid by the Company, in whole or in part. Voluntary prepayments of the New CoreCo Senior Term Loans are subject to a prepayment premium equal to 2.00% of the aggregate principal amount prepaid plus accrued and unpaid interest during the first year following the Closing Date, after which no prepayment premium will apply. Voluntary prepayments of the Capital Raise Junior Term Loans are subject to a make-whole premium during the first two years following the Closing Date, a prepayment premium of 3.00% during the third year, and a prepayment premium of 1.50% during the fourth year, in each case, calculated on the aggregate principal amount of the Capital Raise Junior Term Loans prepaid plus accrued and unpaid interest. The Company is required to prepay the New CoreCo Term Loans at par with the net proceeds of non-ordinary course asset sales (subject to certain exceptions), property/insurance claims, condemnation proceedings and certain other events enumerated in the New CoreCo Credit Agreement after first prepaying or cash collateralizing the Super Priority Obligations to the extent required by the terms of the New CoreCo LC Facility. Any Capital Raise Junior Term Loans that are prepaid in connection with a non-ordinary course asset sale will be subject to a prepayment premium of 3.00% on the principal amount prepaid due on the date of prepayment regardless when such asset sale occurs. The New CoreCo Loan Parties do not have reinvestment rights.

The New CoreCo Credit Agreement contains usual and customary representations and warranties for transactions of this type, and usual and customary affirmative and negative covenants for transactions of this type, in each case, subject to applicable materiality qualifiers, thresholds and exceptions as set forth in the New CoreCo Credit Agreement. The affirmative covenants include, among other things, the delivery of financial statements and notices, payment of taxes and other obligations, preservation of existence and compliance with applicable laws and regulations, maintenance of property and insurance, and compliance with the use of proceeds.

The negative covenants include, among other things, limitations on restricted payments, paying dividends and making other payments affecting restricted subsidiaries, limitations on the incurrence of indebtedness and the creation of new liens, limitations of effectuating assets sales, mergers, or the consolidation or sale of all or substantially all assets, limitations on amending certain agreement, limitations on transactions with affiliates and restrictions relating to anti-money laundering, anti-corruption and sanctions laws.

The New CoreCo Credit Agreement includes usual and customary events of default for transactions of this type. These include, among other things, non-payment of principal, interest, fees or other amounts, material breach of representations or warranties, covenant defaults, cross-defaults with respect to other material debt, material judgments, bankruptcy or insolvency, ERISA-related defaults and impairment of security.

The foregoing description of the New CoreCo Credit Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the New CoreCo Credit Agreement, a copy of which is attached as Exhibit 10.2 hereto and is incorporated herein by reference.

FLNG 2 Credit Agreement

On the Closing Date, FLNG 2 Parent, as borrower, entered into a new non-recourse senior secured term loan agreement (the "FLNG 2 Credit Agreement") with its subsidiaries, as guarantors, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent, in an aggregate principal amount equal to $400 million (the "FLNG 2 Term Loan Facility"). The FLNG 2 Term Loans were deemed funded through a cashless rollover of certain amounts outstanding under the Company's existing credit agreements. The Company was the initial lender of the FLNG 2 Term Loans and such loans were subsequently assigned to the participating lenders pursuant to a master assignment agreement on the Closing Date. On the Closing Date, FLNG 2 Parent entered into back-to-back debt arrangements with respect to the FLNG 2 Term Loans.

The FLNG 2 Term Loans bear interest at Term SOFR plus a fixed rate of 3.00% per annum payable in-kind and capitalized on the last day of each interest period (which will be at least quarterly). The FLNG 2 Term Loan Facility matures three (3) years after the Closing Date and has no amortization.

The FLNG 2 Term Loans are guaranteed, jointly and severally, on a senior secured basis by FLNG 2 Parent and each of its subsidiaries (collectively, the "FLNG 2 Loan Parties"), and are secured by first-priority liens on all of the assets of the FLNG 2 Loan Parties, subject to certain exceptions.

The FLNG 2 Term Loans may be voluntarily prepaid by FLNG 2 Parent, in whole or in part, subject to a prepayment premium equal to 3.00% of the aggregate principal amount of such term loans prepaid plus accrued and unpaid interest during the third year following the Closing Date. There is no prepayment premium if the FLNG 2 Term Loans are prepaid during the first or second year following the Closing Date. FLNG 2 Parent is required to prepay the FLNG 2 Term Loans at par with the net proceeds of non-ordinary course asset sales, condemnations, property and insurance claims, and certain other events enumerated in the FLNG 2 Credit Agreement, in each case only after (x) payment in full of all obligations owing by any FLNG 2 Loan Party in respect of permitted management services provided by the New CoreCo

Loan Parties to any FLNG 2 Loan Party and (y) payments in respect of awards under a cash incentive program for officers and employees involved in the development of certain FLNG 2 projects. The FLNG 2 Loan Parties do not have reinvestment rights.

The FLNG 2 Credit Agreement contains limited representations and warranties and affirmative and negative covenants, in each case, subject to applicable materiality qualifiers, thresholds and exceptions as set forth in the FLNG 2 Credit Agreement. The affirmative covenants include, among other things, the delivery of financial statements and notices; payment of taxes and other obligations, preservation of existence and compliance with applicable laws and regulations, maintenance of property and insurance, and compliance with the use of proceeds. The negative covenants include, among other things, limitations on restricted payments, paying dividends and making other payments affecting restricted subsidiaries, limitations on the incurrence of indebtedness and the creation of new liens, limitations of effectuating assets sales, mergers, or the consolidation or sale of all or substantially all assets, limitations on transactions with affiliates and restrictions relating to anti-money laundering, anti-corruption and sanctions laws.

The FLNG 2 Credit Agreement includes usual and customary events of default. These include, among other things, non-payment of principal, interest, fees or other amounts, material breach of representations or warranties, covenant defaults, cross-defaults with respect to other material debt, material judgements, bankruptcy or insolvency, ERISA-related defaults and impairment of security.

The foregoing description of the FLNG 2 Credit Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the FLNG 2 Credit Agreement, a copy of which is attached as Exhibit 10.3 hereto and is incorporated herein by reference.

Letter of Credit Facility

On the Closing Date, the Company's existing letter of credit facility with the guarantors from time to time party thereto, Natixis, New York Branch, as administrative agent and collateral agent, and the lenders and issuing banks from time to time party thereto was amended and restated in its entirety (as so amended and restated, the "Amended LC Agreement"). The Amended LC Agreement provides for a total letter of credit commitment of $250 million (the "New CoreCo LC Facility"). The New CoreCo LC Facility will mature March 15, 2028, subject to extension. Letters of credit under the Amended LC Agreement bear a letter of credit fee of 2.50% per annum and a fronting fee of 0.35% per annum on the stated amount of outstanding letters of credit, as well as an unused commitment fee of 1.00% per annum on the undrawn portion of the total letter of credit commitment.

The obligations under the Amended LC Agreement are guaranteed by each restricted material subsidiary of the Company that becomes a guarantor thereunder, subject to certain exceptions and exclusions, and are secured by first-priority liens (subject only to certain permitted liens) on substantially all of the assets of the Company and such guarantors, subject to certain exceptions and exclusions. The Amended LC Agreement is subject to a customary intercreditor agreement with respect to the liens securing the New CoreCo Term Loan Facility, pursuant to which the liens under the Amended LC Agreement rank senior to the liens under the New CoreCo Term Loan Facility with respect to shared collateral.

Letters of credit may be issued in US Dollars, Euros or Mexican Pesos. Letters of credit denominated in a currency other than US Dollars are subject to additional cash collateralization requirements: 10.0% of the stated amount for Euro-denominated letters of credit and 15.0% of the stated amount for Mexican Peso-denominated letters of credit. The Amended LC Agreement requires that net proceeds from asset sales, recovery events and certain other events be applied first to repay any unpaid drawings and other reimbursement obligations then payable, and then to cash collateralize the outstanding letters of credit by depositing dollars in the collateral account in an amount not to exceed 102% of the dollar equivalent of the LC exposure.

The Amended LC Agreement contains usual and customary representations and warranties, and affirmative and negative covenants that generally track the New CoreCo Credit Agreement, in each case, subject to applicable materiality qualifiers, thresholds and exceptions. The negative covenants include, among other things, limitations on restricted payments, paying dividends and making other payments affecting restricted subsidiaries, limitations on the incurrence of indebtedness and the creation of new liens, limitations on asset sales, mergers, or the consolidation or sale of all or substantially all assets, limitations on amending certain agreements, limitations on transactions with affiliates and restrictions relating to anti-money laundering, anti-corruption and sanctions laws. The Amended LC Agreement does not contain any financial covenants.

The Amended LC Agreement includes usual and customary events of default, including, among other things, non-payment of principal, interest, fees or other amounts, material breach of representations or warranties, covenant defaults, cross-defaults with respect to other material debt, material judgments, bankruptcy or insolvency, ERISA-related defaults,

impairment of security, change of control, and the delivery of audited financial statements with a going concern qualification (subject to certain exceptions).

The foregoing description of the Amended LC Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amended LC Agreement, a copy of which is attached as Exhibit 10.4 hereto and is incorporated herein by reference.

Registration Rights Agreement; Shareholders' Agreement

On the Closing Date, the Company entered into a Registration Rights Agreement with certain Plan Creditors pursuant to which such Plan Creditors are entitled to registration rights with respect to the shares of CoreCo common stock and CoreCo Mandatorily Convertible Preferred Stock received by such Plan Creditors as part of the Transaction, together with the shares of CoreCo common stock into which such CoreCo Mandatorily Convertible Preferred Stock are convertible (collectively, the "Registrable Securities"). Under the terms of the Registration Rights Agreement, the Company is required to prepare and file a registration statement on Form S-1 with the SEC within 10 business days of the Closing Date to register the resale of the Registrable Securities (the "S-1 Resale Shelf"). The Company will use its commercially reasonable efforts to have the S-1 Resale Shelf declared effective as soon as practicable after the filing thereof, but no later than 30 calendar days after the filing thereof (or 90 calendar days after the filing thereof if the SEC notifies the Company that it will "review" the S-1 Resale Shelf). Any Registrable Securities will cease to be Registrable Securities on the first date that (i) all such securities have become freely tradable under Rule 144 under the Securities Act without a holding period, current public information requirement, limitation on volume, manner of sale restrictions or notice requirements and (ii) any and all securities law restrictive legends or designations associated with such shares have been removed.

The S-1 Resale Shelf will provide for offerings on a delayed or continuous basis pursuant to Rule 415 under the Securities Act. The Company will use commercially reasonable efforts to prepare and file such amendments, post-effective amendments and supplements to the S-1 Resale Shelf as may be necessary to keep the S-1 Resale Shelf effective until the earlier of (1) the date that no Registrable Securities remain, (2) the date that all Registrable Securities have been sold pursuant to Rule 144 or a registration statement or (3) the date the S-3 Resale Shelf (as defined below) has become effective.

Once the Company is eligible to file a shelf registration statement on Form S-3, the Company will use commercially reasonable efforts to, as promptly as practicable, file a registration statement under the Securities Act on Form S-3 (or similar or successor form) (the "S-3 Resale Shelf"), covering the remaining Registrable Securities that have not been sold pursuant to Rule 144 or a registration statement. The Company will use commercially reasonable efforts to prepare and make all such filings as may be necessary to keep the S-3 Resale Shelf effective until the earlier of (1) the date that no Registrable Securities remain and (2) the date that all such Registrable Securities have been sold pursuant to Rule 144 or a registration statement.

Under the Registration Rights Agreement, the Plan Creditors party thereto will have certain "demand" and "piggyback" registration rights and indemnification rights customary for transactions of this type, and the Company will under certain circumstances have the right to defer the registration and/or suspend the use of a registration statement or prospectus.

On the Closing Date, the Company also amended and restated its Shareholders' Agreement, dated February 4, 2019 (as amended and restated, the "Amended and Restated Shareholders' Agreement"), to make certain changes to align the agreement with the post-Transaction structure of the Company. These changes included the removal of designation and election rights for directors of the Company, and adjustments to clarify the relationship of certain registration rights to the registration rights of the Plan Creditors under the Registration Rights Agreement.

The foregoing descriptions of the Registration Rights Agreement and the Amended and Restated Shareholders' Agreement is not complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement and the Amended and Restated Shareholders' Agreement, which are attached as Exhibits 10.5 and 10.6 to this Current Report, and incorporated herein by reference.

Settlement of EB-5 Loan Agreement

On the Closing Date, New Fortress Energy Inc. received a release from the lender under that loan agreement under the U.S. Citizenship and Immigration Services EB-5 Program (the "EB-5 Loan Agreement"), dated as of July 21, 2023, of its further obligations and liabilities under its guaranty thereof, relating to the development and construction of the ZeroParks green hydrogen facility, in exchange for, among other things, the issuance or transfer, as applicable, to the lender under the EB-5 Loan Agreement of (i) 100% of the issued and outstanding membership interests of the borrower under the EB-5 Loan Agreement; (ii) a $22.5 million promissory note bearing interest at 7.0% per annum, payable in-kind

at the Company's option for the first 18 months, and maturing December 31, 2029; and (iii) either (x) $10 million in cash or (y) 164,864 shares of CoreCo common stock (giving effect to the Reverse Split), at the Company's option, on the third anniversary of the Closing Date.

Item 1.02. Termination of a Material Definitive Agreement.

To the extent required by Item 1.02 of Form 8-K, the information contained in Item 1.01 of this Current Report is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

To the extent required by Item 2.01 of Form 8-K, the information contained in Item 1.01 of this Current Report is incorporated herein by reference.

The Transaction constituted a significant disposition for purposes of Item 2.01 of Form 8-K. Accordingly, the pro forma information required by Item 9.01 of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 4 business days following the date hereof.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

To the extent required by Item 2.03 of Form 8-K, the information contained in Item 1.01 of this Current Report is incorporated herein by reference.

Item 3.02. Unregistered Sale of Equity Securities.

On the Closing Date, the Company issued 10,608,922 shares of CoreCo common stock and 2,454,936 shares of CoreCo Mandatorily Convertible Preferred Stock, and FLNG 2 Parent issued 200,000 FLNG 2 Preferred Interests, to the applicable Plan Creditors pursuant to the Restructuring Plans and the RSA.

Description of CoreCo Mandatorily Convertible Preferred Stock

The CoreCo Mandatorily Convertible Preferred Stock has an initial liquidation preference of $1,000 per share. Holders of the CoreCo Mandatorily Convertible Preferred Stock will be entitled, in arrears, to a cumulative quarterly compounding dividend, which will accrue automatically via an increase to liquidation preference, with a cumulative per annum preferred return of 3.0%, 5.0% and 7.0% in each of the three years, respectively, prior to mandatory conversion. The CoreCo Mandatorily Convertible Preferred Stock will participate on an as-converted basis in any dividends and distributions on, and vote together on an as-converted basis with holders of, CoreCo common stock. The CoreCo Mandatorily Convertible Preferred Stock will be subordinated in right of payment to all existing and future indebtedness of the Company and senior in right of payment to all existing and future equity securities of CoreCo.

CoreCo will have the right to redeem or repurchase the CoreCo Mandatorily Convertible Preferred Stock (A) at any time and from time to time, in full or in part, with proceeds from (i) operating cash flows, (ii) asset sales, (iii) capital that is junior to the CoreCo Mandatorily Convertible Preferred Stock and (iv) to the extent CoreCo's resulting indebtedness would not exceed that outstanding as of the Closing Date, debt issuances, and (B) at any time, in full, with proceeds from one or more debt issuances, in each case of (A) and (B), at a redemption price equal to the then-current liquidation preference.

The CoreCo Mandatorily Convertible Preferred Stock issued on the Closing Date, together with any shares of CoreCo Mandatorily Convertible Preferred Stock issued pursuant to the Amended and Restated 2019 Omnibus Incentive Plan, will mandatorily convert on the third anniversary of the Closing Date into shares of CoreCo common stock representing 87% of the fully diluted CoreCo common stock outstanding as of the Closing Date (after giving effect to the shares of CoreCo common stock issued on the Closing Date and assuming the issuance in full of shares of CoreCo common stock reserved for issuance under the Amended and Restated 2019 Omnibus Incentive Plan). The initial conversion rate of 46.441271 shares of CoreCo common stock per share of CoreCo Mandatorily Convertible Preferred Stock will be subject to customary adjustments for stock splits, distributions, reorganizations and reclassifications, as well as to certain price-based anti-dilution adjustments for subsequent issuances of CoreCo common stock (or securities convertible into or exercisable for CoreCo common stock) made by the Company while the CoreCo Mandatorily Convertible Preferred Stock remains outstanding (subject to certain exempt issuances).

The CoreCo Mandatorily Convertible Preferred Stock is expected to begin trading on the Nasdaq Global Select Market under the ticker symbol "NFEGP" on September 11, 2026. The CUSIP number for the CoreCo Mandatorily Convertible Preferred Stock is 643926207.

The foregoing description of the Certificate of Designation is not complete and is qualified in its entirety by reference to the full text of the Certificate of Designation included as part of the A&R Certificate of Incorporation (as defined below), a copy of which is attached hereto as Exhibit 3.1 and which is incorporated by reference herein.

Description of FLNG 2 Preferred Equity

The FLNG 2 Preferred Interests consist of one class of two hundred thousand (200,000) non-convertible voting perpetual preferred limited liability company membership interests in FLNG 2 Parent. The FLNG 2 Preferred Interests are subordinated to all existing and future indebtedness of FLNG 2 Parent, and are, with respect to rights upon any liquidation, senior to all existing and future equity securities of FLNG 2 Parent (including the common interests of FLNG 2 Parent), unless otherwise approved or consented to by the holders of at least a majority of the FLNG 2 Preferred Interests (the "Required Preferred Members"). The holders of the FLNG 2 Preferred Interests are entitled to 100% of the voting power for the board of directors of FLNG 2 Parent. The amended and restated limited liability company agreement of FLNG 2 Parent (the "A&R FLNG 2 Parent LLCA") contains certain protective consent rights requiring the prior affirmative vote or written consent of the Required Preferred Members for specified actions, including with respect to amendments and modifications of the A&R FLNG 2 Parent LLCA, changes to the capital structure of FLNG 2 Parent, authorization or issuance of new or reclassified equity securities of FLNG 2 Parent and transfers of common interests of FLNG 2 Parent.. On the Closing Date, FLNG 2 Parent entered into back-to-back preferred equity arrangements with respect to the FLNG 2 Preferred Interests with FLNG 2.

FLNG 2 Parent generally has the right, but not the obligation, to redeem each of the outstanding FLNG 2 Preferred Interests in cash at any time and from time to time, in full or in part, at a redemption price equal to the liquidation preference of $1,000 per FLNG 2 Preferred Interest. For so long as any FLNG 2 Preferred Interests remain outstanding, no later than five (5) business days following the receipt by FLNG 2 Parent or any of its subsidiaries of any portion of the net proceeds from any asset sale, FLNG 2 Parent shall deliver a redemption notice providing for the payment in cash of each FLNG 2 Preferred Interest's pro rata share of such net proceeds (after taking into account any cash required or elected to be paid or reserved pursuant to the FLNG 2 Credit Agreement). No distributions shall be made on common interests of FLNG 2 Parent or any other equity securities junior to the FLNG 2 Preferred Interests at any time that any FLNG 2 Preferred Interests remain outstanding.

The foregoing description of the A&R FLNG 2 Parent LLCA and the FLNG 2 Preferred Interests is not complete and is qualified in its entirety by reference to the full text of the A&R FLNG 2 Parent LLCA, a copy of which is attached hereto as Exhibit 3.3 and which is incorporated by reference herein.

The offer and sale of the shares of CoreCo common stock, CoreCo Mandatorily Convertible Preferred Stock and FLNG 2 Preferred Interests in connection with the Transaction are being made in reliance upon an exemption from registration in Section 3(a)(10) of the Securities Act. Any shares of CoreCo common stock deliverable upon conversion of shares of the CoreCo Mandatorily Convertible Preferred Stock will be issued in reliance upon the exemption from registration in Section 3(a)(9) of the Securities Act. Any shares of CoreCo common stock issued in connection with the settlement of the EB-5 Loan Agreement will be issued in reliance upon the exemption from registration in Section 4(a)(2) of the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

To the extent required by Item 3.03 of Form 8-K, the information contained in Item 5.03 of this Current Report is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Directors

In connection with the consummation of the Transaction, each of Desmond Iain Catterall, David J. Grain, C. William Griffin, Timothy W. Jay, Randal A. Nardone and Katherine E. Wanner resigned from their positions as members of the Board of Directors, as well as their respective positions as members of various committees thereof, in each case, effective on the Closing Date substantially concurrently with the consummation of the Transaction. No decision to resign resulted from any disagreement with the Company or its management.

Appointment of Directors

On the Closing Date, immediately following the consummation of the Transaction, the Board of Directors decreased its size from eight (8) members to seven (7) members.

Immediately following the consummation of the Transaction, the Board of Directors appointed Anthony M. Abate (62), Douglas S. Aron (52), Maria V. Gordon (52), Steven J. Pully (66) and William P. Wall (64) (each, a "New Director") to serve as directors of the Company to fill the five (5) vacancies created by the aforementioned resignations.

The initial term of each New Director will continue until the 2027 annual meeting of shareholders. In accordance with the RSA discussed above in Item 1.01, the holders of a majority of the outstanding debt under the Revolving Credit Agreement designated Mr. Pully for appointment to the Board of Directors, and holders of a majority of the outstanding debt under the Term Loan B Credit Agreement, together with holders of a majority of the outstanding New 2029 Notes, designated Ms. Gordon and Messrs. Abate, Aron and Wall for appointment to the Board of Directors, with Mr. Wall designated as Non-Executive Chair of the Board of Directors, and designated Charles M. Sledge to continue to serve as a member of the Board of Directors. Mr. Sledge presently intends to remain a member of the Board of Directors through December 31, 2026. The Company also understands Mr. Sledge is expected to serve on the board of directors of BrazilCo.

Ms. Gordon and Messrs. Pully and Aron will serve as members of the Audit Committee, with Mr. Pully serving as chair. Ms. Gordon and Messrs. Abate and Sledge will serve as members of the Compensation Committee, with Mr. Abate serving as chair. Messrs. Abate, Aron and Wall will serve as members of the Nominating and Corporate Governance Committee, with Mr. Wall serving as chair.

The Board of Directors has determined that each New Director is an "independent" director under the Company's Corporate Governance guidelines and the Listing Rules of the Nasdaq Stock Market, as well as the applicable rules promulgated by the SEC. There are no transactions to which the Company or any of its subsidiaries is a party and in which any New Director has a material interest.

In connection with their appointment to the Board of Directors, the Company entered into its standard indemnification agreement ("Indemnification Agreements") with each of the New Directors, a form of which is filed as Exhibit 10.7 hereto and incorporated herein by reference. These Indemnification Agreements require the Company to indemnify each New Director to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to the Company, and to advance certain expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Replacement of Non-Employee Director Cash Compensation Program

In connection with and effective as of the consummation of the Transaction, the newly-constituted Board of Directors, at the recommendation of the Compensation Committee, terminated the Company's existing non-employee director compensation program and replaced it with a new program (the "New Director Compensation Program"). Under the New Director Compensation Program, the New Directors, together with Mr. Sledge (the "Non-Executive Directors"), are eligible to receive annual cash retainers (prorated for any partial years of service) of $150,000, with the Non-Executive Chair of the Board of Directors receiving an additional annual cash retainer of $150,000 for service as chair. The Non-Executive Chair of the Board of Directors and the other Non-Executive Directors are also eligible to receive an annual equity equivalent value cash retainer of $450,000 and $250,000, respectively, until the Compensation Committee determines to replace the annual equity equivalent value cash retainers with equity or equity-based awards of appropriate value. The Non-Executive Directors are further eligible to receive the following additional annual cash fees for committee service: Audit Committee – $60,000 (Chair), $20,000 (member); Compensation Committee – $30,000 (Chair), $10,000 (member); and Nominating and Corporate Governance Committee – $25,000 (Chair), $10,000 (member). For a period following the consummation of the Transaction determined by the Compensation Committee, the Non-Executive Chair of the Board of Directors will forego any annual cash fees for committee service and instead receive an additional annual service fee of $150,000, while the other Non-Executive Directors will each receive an additional annual service fee of $60,000.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On the Closing Date, the Company filed an Amended and Restated Certificate of Incorporation (the "A&R Certificate of Incorporation") with the Secretary of State of the State of Delaware. The A&R Certificate of Incorporation became effective upon filing.

Among other amendments, the A&R Certificate of Incorporation effected a reverse stock split of the NFE common stock at a ratio of 1-for-50 (the "Reverse Split"), which was previously approved by the Company's stockholders on June 17, 2026 and by the Board of Directors of the Company on May 6, 2026. The CoreCo common stock will continue to trade on the Nasdaq Global Select Market under the existing ticker symbol "NFE" and will begin trading on a split-adjusted basis when the market opens on the Closing Date. The new CUSIP number for the CoreCo common stock is 644393308.

The A&R Certificate of Incorporation includes a Certificate of Designation of Series A Mandatorily Convertible Preferred Stock (the "Certificate of Designation"), establishing the rights, preferences, powers, restrictions, and limitations of the CoreCo Mandatorily Convertible Preferred Stock. The Certificate of Designation became effective upon filing. The Certificate of Designation authorizes up to 2,639,716 shares of CoreCo Mandatorily Convertible Preferred Stock. The information contained in Item 3.02 of this Current Report relating to the CoreCo Mandatorily Convertible Preferred Stock is incorporated herein by reference.

Other material amendments effected by the A&R Certificate of Incorporation include: (i) removal of the existing staggered board of directors structure; (ii) provision for the election of directors by a majority of the total votes that may be cast in the election of directors by holders of all issued and outstanding shares of the Company entitled to vote, replacing the existing plurality voting standard; (iii) increase of the minimum size of the Board of Directors from one director to three directors; (iv) provision for exculpation of certain of the Company's officers from liability to the extent permitted by Delaware law, substantially aligning the protections for the Company's officers with those currently afforded to the Company's directors; (v) removal of any and all references to shares of the Company's Class B common stock; and (vi) provision that holders of shares of CoreCo common stock will not be entitled to vote on any amendment to the A&R Certificate of Incorporation that relates solely to the terms of one or more outstanding series of shares of preferred stock or other classes or series of capital stock if the holders of such affected classes or series are entitled, either separately or together with the holders of one or more other such classes or series, to vote thereon pursuant to the A&R Certificate of Incorporation or pursuant to the Delaware General Corporation Law. The Company also unanimously adopted the Amended and Restated By-Laws of the Company (the "A&R By-Laws").

The foregoing descriptions of the A&R Certificate of Incorporation and A&R By-Laws are not complete and are qualified in their entirety by reference to the full text of the A&R Certificate of Incorporation and A&R By-Laws, copies of which are attached hereto as Exhibits 3.1 and 3.2 and which are incorporated by reference herein.

Item 7.01. Other Events.

On September 11, 2026, the Company issued a press release announcing the consummation of the Transaction. A copy of the press release is attached hereto as Exhibit 99.1.

Cleansing Material

The Company is furnishing as Exhibit 99.2 to this Current Report on Form 8-K certain information (the "Cleansing Information") previously shared with certain of the Company's existing creditors regarding the continuing liquidity needs of the Company and its subsidiaries, as well as certain details relating to one or more potential capital raises to support the Company's continuing operations, together with the CoreCo Capital Raise. The Cleansing Information also includes certain information relating to BrazilCo's liquidity and capital needs.

The Cleansing Information was prepared solely to facilitate discussions with parties subject to confidentiality agreements and was not prepared with a view toward public disclosure, and the Cleansing Information should not be relied upon to make an investment decision with respect to the Company. The Cleansing Information should not be regarded as an indication that the Company or any third party considers the Cleansing Information to be material non-public information or a reliable prediction of future events, and the Cleansing Information should not be relied upon as such. The Cleansing Information includes certain values for illustrative purposes only, and such values are not the result of, and do not represent, actual valuations, estimates, forecasts or projections of the Company or any third party and should not be relied upon as such. Neither the Company nor any third party makes any representation to any person regarding the accuracy or completeness of any Cleansing Information or undertakes any obligation to update the Cleansing Information to reflect circumstances existing after the date when the Cleansing Information was prepared or conveyed or to reflect the occurrence of future events, even if any or all of the assumptions underlying the Cleansing Information become or are shown to be incorrect.

The foregoing description of the Cleansing Information is qualified by reference to the complete presentation of the Cleansing Information, a copy of which is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

The information set forth in this Current Report and the exhibits attached hereto are not an offer to sell or exchange, or solicitation of an offer to buy, any securities, or a solicitation of consents with respect to any securities.

Right of participation in Capital Raise Term Loans

Plan Creditors receiving New CoreCo Take-Back Term Loans under the Restructuring Plans may participate in their *pro rata* share of the Capital Raise Senior Term Loans.

Plan Creditors receiving CoreCo Mandatorily Convertible Preferred Stock as consideration under the Restructuring Plans may participate in their *pro rata* share of the Capital Raise Junior Term Loans.

Plan Creditors who would like to subscribe to their *pro rata* portion of the relevant Capital Raise Term Loans should contact Houlihan Lokey at NFEfinancing@hl.com no later than 5:00 p.m. EDT on September 17, 2026. Final allocations and transfer of participations are expected to be made on September 22, 2026.

Cautionary Note on Information Regarding Projections

The financial projections, prospective financial information and forecasts (collectively, the "Projections") included in the Cleansing Information were not prepared with a view towards public disclosure or compliance with the published guidelines of the SEC or the guidelines established by the Public Company Accounting Oversight Board for the presentation and preparation of "prospective financial information." The Company generally does not publicly disclose detailed prospective financial information. The Projections were prepared solely for the limited purpose of providing information in connection with the Company's discussions about a potential transaction and should not be relied on to make an investment decision with respect to the Company.

The Projections have been prepared by, and are the responsibility of, the Company's management. The Projections do not purport to present the Company's financial condition in accordance with generally accepted accounting principles in the United States ("GAAP"). Neither the Company's independent registered public accounting firm nor any other independent accountant has audited, reviewed, examined, compiled, or performed any procedures with respect to the Projections and, accordingly, none has expressed any opinion or any other form of assurance on such information or its achievability and none assumes any responsibility for the Projections.

The inclusion of the Projections should not be regarded as an indication that the Company or any other person considered, or now consider, the Projections to be a reliable prediction of future events, and does not constitute an admission or representation by any person that the expectations, beliefs, opinions, and assumptions that underlie such forecasts remain the same as of the date of this Current Report, and readers are cautioned not to place undue reliance on the prospective financial information.

The estimates and assumptions underlying the Projections are subject to significant economic and competitive uncertainties and contingencies, which are difficult or impossible to predict accurately and many of which are beyond the control of the Company and may not prove to be accurate. The Projections also do not reflect future changes in general business or economic conditions, or any other transaction or event that may occur and that was not anticipated at the time this information was prepared. The Projections are not, and should not be regarded as, a representation that any of the expectations contained in, or forming a part of, the Projections will be achieved. The Projections are forward-looking in nature. Further, the Projections relate to multiple future years and such information by its nature becomes less predictive with each succeeding day.

The Projections include non-GAAP financial measures, as described in the Cleansing Information. The Company cannot provide a reconciliation between the non-GAAP financials measures included in the Projections and the most directly comparable GAAP measures without unreasonable efforts because it is unable to predict with reasonable certainty the ultimate outcome of certain significant items required for the reconciliation. These items are uncertain, depend on various factors and could have a material impact on GAAP reported results.

The information contained in Item 7.01 and Exhibits 99.1 and 99.2 of Item 9.01 of this Current Report, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section. The information contained in Items 7.01 and Exhibits 99.1 and 99.2 of Item 9.01 of this Current Report shall not be incorporated by reference into any registration statement or other document or filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Cautionary Statement Regarding Forward Looking Statements

This Current Report includes "forward-looking statements," within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, including, in particular, any statements about our plans, strategies, objectives, initiatives, roadmap and prospects. We generally use the words "may," "will," "could," "expect," "anticipate," "believe," "estimate," "plan," "intend," "aim" and similar expressions in this Current Report to identify forward-looking statements. We have based these forward-looking statements on our current views with respect to future events and financial performance. Actual results could differ materially from those projected in the forward-looking statements. These forward-looking statements include, but are not limited to, statements related to the Transaction described above, including the Company's expectations regarding the effect and benefits of the transaction. The Company's actual results may differ materially from those anticipated in these forward-looking statements as a result of certain risks and other factors. Additional risks that could cause future results to differ from those expressed by any forward-looking statement are described in the Company's reports filed with the SEC, including in the section entitled "Risk Factors" in Part I, Item 1A of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 and the section entitled "Risk Factors" in Part II, Item 1A of the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2026 and June 30, 2026. You should not put undue reliance on any forward-looking statements. You should understand that many important factors, including those identified herein, could cause our results to differ materially from those expressed or suggested in any forward-looking statement. Except as required by law, we do not undertake any obligation to update or revise these forward-looking statements to reflect new information or events or circumstances that occur after the date of the filing of this Current Report or to reflect the occurrence of unanticipated events or otherwise.

No Offer or Solicitation

The information set forth in this Current Report and the exhibits attached hereto is not an offer to sell or exchange, or solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for, any securities, or the solicitation of a proxy, consent, or authorization in any jurisdiction or any vote or approval in any jurisdiction in connection with the Transaction, the CoreCo Capital Raise or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. In particular, this communication is not an offer of securities for sale into the United States. No offer of securities shall be made in the United States absent registration under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, such registration requirements.

Item 9.01. Financial Statements and Exhibits.

(b) Pro forma financial information

The financial statements required by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 4 business days following the date hereof.

(d) Exhibits

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation of New Fortress Energy Inc.
3.2	Amended and Restated By-Laws of New Fortress Energy Inc.
3.3	Amended and Restated Limited Liability Company Agreement of NFE FLNG 2 Parent LLC
10.1*	Separation Agreement, dated as of September 11, 2026, by and among New Fortress Energy Inc., NFE Brazil Holdings Limited and Bradford County Holdings Limited
10.2*	CoreCo Credit Agreement, dated as of September 11, 2026, by and between New Fortress Energy Inc. and Wilmington Trust, National Association, as administrative agent and collateral agent
10.3*	Credit Agreement, dated as of September 11, 2026, among NFE FLNG 2 Parent LLC, the guarantors party thereto, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent
10.4*	Amended and Restated Credit Agreement, dated as of September 11, 2026, New Fortress Energy Inc., the guarantors party thereto, Natixis, New York Branch, as administrative agent and collateral agent and the lenders and issuing banks party thereto
10.5	Registration Rights Agreement, dated September 11, 2026, by and among New Fortress Energy Inc. and the various investors party thereto
10.6	Amended and Restated Shareholders' Agreement, dated September 11, 2026, by and among New Fortress Energy Inc., Edens Family Partners LLC, WRE 2012 GST Exempt Trust LLC and Randal A. Nardone
10.7	Form of Indemnification Agreement
99.1	Press Release, dated as of September 11, 2026
99.2	Cleansing Information, dated as of September 11, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Certain schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K and will be provided on a supplemental basis to the SEC upon request

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NEW FORTRESS ENERGY INC.

Date: September 11, 2026

By: /s/ Frederick W. Hundt

Name: Frederick W. Hundt

Title: Chief Financial Officer and Chief Accounting Officer

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

NEW FORTRESS ENERGY INC.

September 11, 2026

New Fortress Energy Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (as amended from time to time, the "DGCL"), hereby certifies as follows:

1. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on August 3, 2020 under the name New Fortress Energy Inc. (as in effect immediately prior to the adoption and effectiveness hereof, the "Original Certificate of Incorporation").

2. This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation"), which amends and restates the Original Certificate of Incorporation, has been duly approved and adopted in accordance with Sections 242 and 245 of the DGCL and shall be effective as of the effectiveness of the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time").

The Original Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST: The name of the Corporation is: New Fortress Energy Inc. The Corporation's business may be conducted in accordance with applicable law under any other name or names, as determined by the Board of Directors of the Corporation (the "Board of Directors"). The words "Inc.," "corporation," or similar words or letters shall be included in the Corporation's name where necessary for the purpose of complying with the DGCL. The Board of Directors may change the name of the Corporation at any time and from time to time in accordance with the DGCL and shall notify the Corporation's stockholders of such change as required by the DGCL or other applicable law.

SECOND: The registered office of the Corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the registered agent for service of process on the Corporation in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Corporation shall be located at 111 W. 19th Street, 8th Floor, New York, New York 10011 or such other place as the Board of Directors may from time to time designate by notice to the stockholders. The Corporation may maintain offices at such other place or places within or

outside the State of Delaware as the Board of Directors determines to be necessary or appropriate.

THIRD: The purposes of the Corporation shall be to (a) promote, conduct or engage in, directly or indirectly, any lawful act or activity for which a corporation may be organized under the DGCL, (b) acquire, hold and dispose of interests in any corporation, partnership, joint venture, limited liability company or other entity, and, in connection therewith, to exercise all of the rights and powers conferred upon the Corporation with respect to its interests therein, and (c) conduct any and all activities related or incidental to the foregoing purposes. The Corporation shall be empowered to do any and all acts and things necessary and appropriate for the furtherance and accomplishment of the purposes described in this Article THIRD. The Corporation's term shall be perpetual, unless and until it is dissolved in accordance with the provisions of the DGCL.

FOURTH: The total number of shares of capital stock that the Corporation shall be authorized to issue is 950 million shares ("Shares"), consisting of: (a) 750 million shares of Class A common stock ("Class A Shares"), each having a par value of one cent ($0.01), and (b) 200 million shares of preferred stock ("Preferred Shares"), each having a par value of one cent ($0.01). All Shares issued pursuant to, and in accordance with the requirements of, this Article FOURTH shall be validly issued, fully paid and nonassessable Shares in the Corporation, except to the extent otherwise provided in the DGCL or this Certificate of Incorporation (including the Convertible Preferred Stock Certificate of Designations (as defined below) and any other applicable Share Designation (as defined below)).

The Certificate of Designations of Series A Mandatorily Convertible Preferred Stock of the Corporation is attached hereto as Exhibit A (the "Convertible Preferred Stock Certificate of Designations") and is hereby incorporated herein by reference in its entirety.

Subject to applicable law and the rights, if any, of holders of the Convertible Preferred Stock (as defined in the Convertible Preferred Stock Certificate of Designations) and any other Shares issued pursuant to any other applicable Share Designation, the Corporation may issue Shares, and options, rights, warrants and appreciation rights relating to Shares, for any corporate purpose at any time and from time to time to such Persons for such consideration (which may be cash, property, services or any other lawful consideration) and on such terms and conditions as the Board of Directors shall determine in accordance with the DGCL, all without the approval of any stockholders to the extent permitted by applicable law. Each Share shall have the rights and be governed by the provisions set forth in this Certificate of Incorporation (including the Convertible Preferred Stock Certificate of Designations and any other applicable Share Designation). Except to the extent expressly provided in this Certificate of Incorporation (including the Convertible Preferred Stock Certificate of Designations or any other applicable Share Designation), no Shares shall entitle any stockholder to any preemptive, preferential or similar rights with respect to the issuance of Shares.

The Class A Shares shall entitle the Record Holders thereof to one vote per Share on any and all matters submitted for the consent or approval of stockholders generally. The voting

rights with respect to the Convertible Preferred Stock are set forth in full in the Convertible Preferred Stock Certificate of Designations.

Subject to applicable law and the rights, if any, of holders of the Convertible Preferred Stock and any other Shares issued pursuant to any other applicable Share Designation, in addition to the Shares outstanding on the date hereof, and without the consent or approval of any stockholders to the extent permitted by applicable law, additional Shares may be issued by the Corporation in one or more classes, with such designations, preferences, rights, powers and duties (which may be junior to, equivalent to, or senior or superior to, any existing classes of Shares), as shall be fixed by the Board of Directors and reflected in a written action or actions approved by the Board of Directors (each, a "Share Designation"), including, without limitation, (a) the right to share Corporation profits and losses or items thereof; (b) the right to share in Corporation distributions, the dates distributions will be payable and whether distributions with respect to such series or class will be cumulative or non-cumulative; (c) rights upon dissolution and liquidation of the Corporation; (d) whether, and the terms and conditions upon which, the Corporation may redeem such Shares; (e) whether such Shares are issued with the privilege of conversion or exchange and, if so, the conversion or exchange price or prices or rate or rates, or any adjustments thereto, the date or dates on which, or the period or periods during which, the Shares will be convertible or exchangeable and all other terms and conditions upon which the conversion or exchange may be made; (f) the terms and conditions upon which such Shares will be issued, evidenced by certificates and assigned or transferred; (g) the terms and amounts of any sinking fund provided for the purchase or redemption of Shares of the class or series; (h) whether there will be restrictions on the issuance of Shares of the same class or series or any other class or series; and (i) the right, if any, of the holder of each such Share to vote on Corporation matters, including matters relating to the relative rights, preferences and privileges of such Shares. Unless otherwise provided in the Convertible Preferred Stock Certificate of Designations or any other applicable Share Designation, the Board of Directors may at any time increase or decrease the amount of Preferred Shares of any class or series then outstanding, but not (a) below the number of Shares of Convertible Preferred Stock or any other class or series of Preferred Shares of such class or series then outstanding or (b) above the total number of authorized Convertible Preferred Stock (together with all other authorized Preferred Shares).

Upon the Effective Time and without any further action of the Corporation or any stockholder of the Corporation, each fifty (50) shares of Class A Shares issued and outstanding immediately prior to the Effective Time shall automatically be reclassified and combined into one (1) validly issued, fully paid and non-assessable Class A Share, subject to the treatment of fractional share interests as described below (the "Reverse Stock Split"). As of the Effective Time, there are no longer any Shares designated as "Class B" Shares issued and outstanding. No fractional shares shall be issued at the Effective Time and, in lieu thereof, the stockholders who would otherwise be issued fractional shares will be entitled to receive from the Corporation's transfer agent, upon receipt by the Corporation's transfer agent of a properly completed and duly executed transmittal letter, cash (without interest or deduction) in an amount equal to the product obtained by multiplying (a) the closing price per share of the Class A Shares on the date of the Effective Time as reported on the Nasdaq Stock Market by (b) the fraction of the Class A Share that would otherwise be issued to such stockholder, in each case, after giving effect to the

Reverse Stock Split. Each stock certificate or book-entry position that represented Class A Shares that were issued and outstanding immediately prior to the Effective Time shall, from and after the Effective Time, automatically and without the necessity of presenting the same for the exchange, represent that number of whole shares of Class A Shares into which the Shares formerly represented by such certificate or book-entry position have been automatically reclassified and combined; provided, however, that each stockholder of record holding a certificate that represented shares of Class A Shares that were issued and outstanding immediately prior to the Effective Time shall receive, upon surrender of such certificate, a new book-entry position evidencing and representing the number of whole shares of Class A Shares after the Effective Time into which the Shares of Class A Shares formerly represented by such certificate shall have been reclassified and combined.

To the extent permitted by the DGCL, but subject to the rights, if any, of holders of the Convertible Preferred Stock and any other Shares issued pursuant to any other applicable Share Designation, the Board of Directors may, without the consent or approval of any stockholders, amend this Certificate of Incorporation and make any filings under the DGCL or otherwise to the extent the Board of Directors determines that it is necessary or desirable in order to reflect any Share Designation of Preferred Shares pursuant to this Article FOURTH.

FIFTH: Subject to the rights and preferences, if any, applicable to Preferred Shares or any series thereof, the holders of Class A Shares shall be entitled to receive ratably in proportion to the number of Class A Shares held by them such dividends and distributions (payable in cash, stock or otherwise), if any, as may be declared thereon by the Board of Directors at any time and from time to time out of any funds of the Corporation legally available therefor. Each distribution in respect of a Class A Share shall be paid by the Corporation, directly or through the Transfer Agent or through any other Person or agent, only to the Record Holder of such Class A Share as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Corporation's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

SIXTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its Directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The Board of Directors shall consist of not fewer than three nor more than fifteen members, the exact number of which shall be determined from time to time by resolution adopted by a majority of the Board of Directors then in office. Each Director shall be elected to serve a term expiring at the next annual meeting of stockholders following such Director's election and until such Director's successor is duly elected or appointed and qualified, or until such Director's earlier death, resignation, incapacity or removal in the manner herein provided. Directors need not be stockholders. The Directors shall be elected at the annual

meeting of stockholders, except as provided in clause (3) of this Article SIXTH. Directors shall be elected by the majority of the votes cast affirmatively or negatively by stockholders of the issued and outstanding Voting Shares, which action may be taken without a meeting by written consent in accordance with Section 9 of Article II of the By-Laws (as defined below). Any Director or the whole Board of Directors may be removed, with or without cause, at any time, by the affirmative vote of holders of a Share Majority. The vacancy in the Board of Directors caused by any such removal shall be filled by the Board of Directors as provided in clause (3) of this Article SIXTH.

(3) Unless otherwise required by law and subject to clause (2) of this Article SIXTH, any vacancy on the Board of Directors that results from newly created directorships resulting from any increase in the authorized number of Directors may be filled by the affirmative vote of a majority of the remaining Directors then in office; provided that a quorum is present, and any other vacancies, including as a result of the resignation, removal (with or without cause), death or incapacity of a Director, may be filled by the affirmative vote of a majority of the remaining Directors then in office, though less than a quorum, or by the affirmative vote of a sole remaining Director. Any Director elected to fill a vacancy resulting from an increase in the authorized number of Directors on the Board of the Directors pursuant to the foregoing sentence shall have a term expiring at the next annual meeting of stockholders and until such Director's successor is duly elected or appointed and qualified, or until such Director's earlier death, resignation, incapacity or removal in the manner herein provided. Any Director elected to fill a vacancy not resulting from an increase in the number of Directors shall have the same remaining term as that of such Director's predecessor and until such Director's successor is duly elected or appointed and qualified, or until his or her earlier death, resignation, incapacity or removal. If there are no Directors in office, then an election of Directors may be held in the manner provided by the DGCL.

(4) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the Directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate of Incorporation (including the Convertible Preferred Stock Certificate of Designations and any other applicable Share Designation), and any by-laws of the Corporation (the "By-Laws") adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the Directors which would have been valid if such By-Laws had not been adopted.

SEVENTH: Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as

may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

EIGHTH: No Director or officer shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a Director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. If the DGCL is amended hereafter to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a Director or officer of the Corporation shall be eliminated or limited to the fullest extent authorized by the DGCL, as so amended. Any repeal or modification of this Article EIGHTH shall not adversely affect any right or protection of a Director or officer of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification. All references in this Article EIGHTH to an "officer" shall mean only a person who, at the time of an act or omission as to which liability is asserted, falls within the meaning of the term "officer," as defined in Section 102(b)(7) of the DGCL.

The Corporation shall indemnify any Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (each, a "Proceeding"), by reason of the Indemnified Person's status as such, to the fullest extent authorized or permitted by applicable law, as now or hereafter in effect, and such right to indemnification shall continue as to a Person who has ceased to be an Indemnified Person and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, except for Proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any Indemnified Person (or his or her heirs, executors or personal or legal representatives) in connection with a Proceeding (or part thereof) initiated by such Person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article EIGHTH shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition upon receipt by the Corporation of a written undertaking by or on behalf of the Indemnified Person receiving advancement to repay the amount advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Corporation under this Article EIGHTH.

The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article EIGHTH to Indemnified Persons.

The rights to indemnification and to the advancement of expenses conferred in this Article EIGHTH shall not be exclusive of any other right which any Person may have or hereafter acquire under this Certificate of Incorporation, the By-Laws, any statute, agreement, vote of stockholders or disinterested Directors or otherwise.

Any repeal or modification of this Article EIGHTH by the stockholders of the Corporation shall not adversely affect any rights to indemnification and to the advancement of

expenses of an Indemnified Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

NINTH: The Corporation hereby renounces, to the fullest extent permitted by Section 122(17) of the DGCL, any interest or expectancy of the Corporation in, or in being offered, an opportunity to participate in, any Business Opportunity. A "Business Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, any Director of the Corporation who is not an employee of the Corporation or any of its Subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person solely in such Covered Person's capacity as a Director of the Corporation. To the fullest extent permitted by law, the Corporation hereby waives any claim against a Covered Person, and agrees to indemnify all Covered Persons against any claim, that is based on fiduciary duties, the corporate opportunity doctrine or any other legal theory which could limit any Covered Person from pursuing or engaging in any Business Opportunity. Directors shall have no obligation hereunder or as a result of any duty expressed or implied by law to present Business Opportunities to the Corporation that may become available to Affiliates of such Director. None of any Group Member, any stockholder or any other Person shall have any rights by virtue of a Director's duties as a director, this Certificate of Incorporation or any Group Member Agreement in any business ventures of any Director.

TENTH: Unless otherwise required by law, special meetings of the stockholders may be called only by the Chairman of the Board or a majority of the Board of Directors or a committee of the Board of Directors that has been duly designated by the Board of Directors and whose powers include the authority to call such meetings. No stockholders or group of stockholders, acting in its or their capacity as stockholders, shall have the right to call a special meeting of the stockholders.

ELEVENTH:

(1) Except as provided in clauses (2) and (3) of this Article ELEVENTH and subject to the Convertible Preferred Stock Certificate of Designations and any other applicable Share Designation, the Board of Directors may amend any of the terms of this Certificate of Incorporation or the By-Laws but only in compliance with the terms, conditions and procedures set forth in this clause (1). If the Board of Directors desires to amend any provision of this Certificate of Incorporation or the By-Laws other than, with respect to the By-Laws, pursuant to Section 3 of Article X of the By-Laws, then it shall first adopt a resolution setting forth the amendment proposed, declaring its advisability, and then, to the extent required by the DGCL, (a) call a special meeting of the stockholders entitled to vote in respect thereof for the consideration of such amendment, (b) direct that the amendment proposed be considered at the next annual meeting of the stockholders or (c) seek the written consent of the stockholders. Amendments to this Certificate of Incorporation may be proposed only by or with the consent of the

Board of Directors. Such special or annual meeting shall be called and held upon notice in accordance with the By-Laws. The notice shall set forth such amendment in full or a brief summary of the changes to be effected thereby, as the Board of Directors shall deem advisable. At the meeting, a vote of stockholders entitled to vote thereon shall be taken for and against the proposed amendment. A proposed amendment shall be effective upon its approval by a Share Majority, unless a greater percentage is required under this Certificate of Incorporation (including the Convertible Preferred Stock Certificate of Designations and any other applicable Share Designation), the By-Laws, applicable law or the rules and regulations of any securities exchange or quotation system on which the Corporation's securities are listed or quoted for trading.

(2) Notwithstanding clause (1) of this Article ELEVENTH, the affirmative vote of the holders of the issued and outstanding Voting Shares representing at least two-thirds of the total votes that may be cast by all the issued and outstanding Voting Shares in the election of Directors, voting together as a single class, shall be required to alter or amend any provision of this clause (2) or clause (3)(b) of this Article ELEVENTH.

(3)

(a) Notwithstanding the provisions of clause (1) of this Article ELEVENTH, no provision of this Certificate of Incorporation or the By-Laws that establishes a percentage of Outstanding Voting Shares required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of reducing such voting percentage unless such amendment is approved by the affirmative vote (including by written consent) of holders of Outstanding Voting Shares whose aggregate Outstanding Voting Shares constitute not less than the voting requirement sought to be reduced.

(b) Notwithstanding the provisions of clause (1) of this Article ELEVENTH, but subject to the provisions of clause (2) of this Article ELEVENTH, no amendment to this Certificate of Incorporation or the By-Laws may (i) enlarge the obligations of any stockholder without its consent, unless such shall occur as a result of an amendment approved pursuant to clause (3)(c) of this Article ELEVENTH or (ii) change the term of the Corporation.

(c) Without limitation of the Board of Directors' authority to adopt amendments to this Certificate of Incorporation or the By-Laws without the approval of any stockholders as contemplated in clause (1) of this Article ELEVENTH, and notwithstanding the provisions of clause (1) of this Article ELEVENTH, any amendment that would have a material adverse effect on the rights or preferences of any class or series of Shares in relation to other classes or series of Shares must be approved by the

holders of a majority of the issued and outstanding shares of the class or series affected.

(d) Without limitation of the Board of Directors' authority to adopt amendments to this Certificate of Incorporation or the By-Laws without the approval of any stockholders as contemplated in clause (1) of this Article ELEVENTH, and notwithstanding the provisions of clause (1) of this Article ELEVENTH, holders of Class A Shares will not be entitled to vote on any amendment to this Certificate of Incorporation (including the Convertible Preferred Stock Certificate of Designations and any other applicable Share Designation) that relates solely to the terms of one or more outstanding series of Preferred Shares or other classes or series of Shares if the holders of such affected classes or series are entitled, either separately or together with the holders of one or more other such classes or series, to vote thereon pursuant to this Certificate of Incorporation (including the Convertible Preferred Stock Certificate of Designations and any other applicable Share Designation) or pursuant to the DGCL.

TWELFTH: For purposes of this Certificate of Incorporation:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by or is under common Control with the Person in question. As used herein, the term "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of New York.

"Company Group" means the Corporation and each Subsidiary of the Corporation.

"Director" means a member of the Board of Directors of the Corporation.

"Governmental Entity" means any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof.

"Group Member" means a member of the Company Group.

"Group Member Agreement" means the partnership agreement of any Group Member that is a limited or general partnership, the limited liability company agreement of any Group Member, other than the Corporation, that is a limited liability company, the certificate of incorporation and by-laws or similar organizational documents of any

Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, as such may be amended, supplemented or restated from time to time.

"Indemnified Person" means (a) any Person who is or was a Director or officer of the Corporation or its predecessor, (b) any Person who is or was serving at the request of the Corporation or its predecessor as an officer, director, member, manager, partner, fiduciary or trustee of another Person (including any Subsidiary); provided that a Person shall not be an Indemnified Person by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services and (c) any Person the Board of Directors designates as an "Indemnified Person" for purposes of this Certificate of Incorporation following the effectiveness of this Certificate of Incorporation.

"New Fortress Intermediate" means New Fortress Intermediate LLC, a Delaware limited liability company.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, Governmental Entity or other entity.

"Record Date" means the date established by the Board of Directors for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of stockholders or entitled to exercise rights in respect of any lawful action of stockholders or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

"Record Holder" or "holder" means (a) with respect to any Class A Shares, the Person in whose name such Shares are registered on the books of the Transfer Agent as of the opening of business on a particular Business Day, and (b) with respect to any Shares of any other class, the Person in whose name such Shares are registered on the books that the Corporation has caused to be kept as of the opening of business on such Business Day.

"Securities Act" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Share Majority" means a majority of the total votes that may be cast in the election of Directors by holders of all the issued and outstanding Voting Shares.

"Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such Person owns or otherwise controls, directly or indirectly, (a) more than 50% of the (1) voting shares or other similar interests or (2) economic interest, (b) a sole general partner interest or managing member or similar

interest of such Person, (c) the right to appoint a majority of the members of the governing body of such Person or (iv) the power affirmatively to direct the policies and management of such Person. For the avoidance of doubt, New Fortress Intermediate and its Subsidiaries shall be deemed to be Subsidiaries of the Corporation.

"transfer" means, with respect to a Share, a transaction by which the Record Holder of a Share assigns such Share to another Person who is or becomes a stockholder, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

"Transfer Agent" means, with respect to any class of Shares, such bank, trust company or other Person (including the Corporation or one of its Affiliates) as shall be appointed from time to time by the Corporation to act as registrar and transfer agent for such class of Shares; provided that if no Transfer Agent is specifically designated for such class of Shares, the Corporation shall act in such capacity.

"Voting Shares" means the Class A Shares, the Convertible Preferred Stock (on an as-converted basis as specified in the Convertible Preferred Stock Certificate of Designations) and any other class of Shares issued after the date of this Certificate of Incorporation in accordance with the terms hereof, the Convertible Preferred Stock Certificate of Designations, and any other applicable Share Designation that entitles the Record Holder thereof to vote on any matter submitted for consent or approval of stockholders.

* * * *

This Certificate of Incorporation shall become effective at
the Effective Time.

[*The rest of this page is intentionally blank.*]

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Certificate of Incorporation, as of the date first written above.

NEW FORTRESS ENERGY INC.

___/s/ Kevin Sullivan_____
Name: Kevin Sullivan
Title: Authorized Officer

[*Signature Page to Amended & Restated Certificate of Incorporation*]

Exhibit A

Certificate of Designations
Series A Mandatorily Convertible Preferred Stock
of New Fortress Energy Inc.

[*See attached*.]

Certificate of Designations
Series A Mandatorily Convertible Preferred Stock
of New Fortress Energy Inc.

September 11, 2026

1. DEFINITIONS.

"Affiliate" of any Person means any Person, directly or indirectly, Controlling, Controlled by or under common Control with such Person.

"**Asset Sale**" means a Disposition of assets by the Corporation or any of its Subsidiaries or the issuance or sale of Capital Stock (other than directors' qualifying shares and shares issued to foreign nationals or other third parties to the extent required by applicable law) of any of the Corporation's Subsidiaries, in each case to a third party.

"**Bankruptcy Event**" means the occurrence of any of the following with respect to the Corporation or any Material Subsidiary:

(i) any voluntary or involuntary liquidation, dissolution or winding up;

(ii) the commencement of an involuntary case or proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (A) an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, arrangement, adjustment, reorganization, dissolution, composition or other relief in respect of the Corporation or a Material Subsidiary, or a substantial part of the property or assets of the Corporation or its Subsidiaries, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, or other relief with respect to it or its debts or (B) the appointment of a receiver, administrator, administrative receiver, liquidator, trustee, custodian, sequestrator, conservator or similar official for the Corporation or a Material Subsidiary, or a substantial part of the property or assets of the Corporation or a Material Subsidiary; in each case if such involuntary case, proceeding or involuntary petition continues undismissed and unstayed for 75 days or an order for relief or order appointing such receiver, administrator, administrative receiver, liquidator, trustee, custodian, sequestrator, conservator or similar official, as the case may be, is entered in such involuntary case or proceeding or with respect to such involuntary petition; or

(iii) the (A) voluntary commencement by the Corporation or any Material Subsidiary of any case or proceeding, or any other voluntary action seeking an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, arrangement, adjustment, reorganization, dissolution, composition or other relief in respect of the Corporation or a Material Subsidiary, or a substantial part of the property or assets of the Corporation or its Subsidiaries, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, or other relief with respect to it or its debts, (B) application for or consent by the Corporation to the institution of, or failure to contest in a timely and appropriate manner, any

proceeding or the filing of any petition described in clause (ii) above, (C) application for or consent or acquiescence to the appointment of a receiver, administrator, administrative receiver, liquidator, trustee, custodian, sequestrator, conservator or similar official for the Corporation or any Material Subsidiary, or a substantial part of the property or assets of the Corporation, (D) filing by the Corporation or any Material Subsidiary of an answer admitting the material allegations of a petition filed against it in any such proceeding or other action, (E) making by the Corporation or a Material Subsidiary of a general assignment for the benefit of creditors or (F) the inability or admission in writing of the Corporation or a Material Subsidiary of its inability or failure generally to pay its debts as they become due.

"Board of Directors" means the Corporation's board of directors or a committee of such board duly authorized to act with the authority of such board.

"Business Day" means any calendar day other than a Saturday, a Sunday or any day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

"Bylaws" means the Amended and Restated Bylaws of the Corporation, effective as of September 11, 2026, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time.

"Capital Stock" of any Person means any and all shares of, interests in, rights to purchase, warrants or options for, participations in, or other equivalents of, in each case, however designated, the equity of such Person, but excluding any debt securities convertible into such equity.

"**Cash Flow from Operations**" means cash provided by operating activities of the Corporation and its Subsidiaries as reported under GAAP.

"Certificate of Designations" means this Certificate of Designations, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Certificate of Incorporation" means the Corporation's Amended and Restated Certificate of Incorporation, dated as of September 11, 2026, as the same has been and may be further amended, amended and restated, supplemented or otherwise modified from time to time.

"Close of Business" means 5:00 p.m., New York City time.

"Common Stock" means the Class A common stock, $0.01 par value per share, of the Corporation, subject to **Section 9(f)**.

"Common Stock Change Event" has the meaning set forth in **Section 9(f)**.

"Common Stock Equivalents" means any securities (directly or indirectly) convertible into or exchangeable or exercisable for shares of Common Stock.

"Compounded Dividends" has the meaning set forth in **Section 5(b)**.

"**Consolidated Total Debt**" means, at any date of determination, an amount equal to the aggregate principal amount of all Indebtedness (plus the amount of any accrued but unpaid interest, unpaid fees, premiums and other amounts thereon) of the Corporation and its Subsidiaries on a consolidated basis and determined in accordance with GAAP.

"Control" (including its correlative meanings "under common Control with" and "Controlled by") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of securities or partnership or other interests, by contract or otherwise.

"Conversion Agent" has the meaning set forth in **Section 3(e).**

"Conversion Consideration" means, with respect to the conversion of any Convertible Preferred Stock, the type and amount of consideration payable or deliverable to settle such conversion, determined in accordance with **Section 9**.

"**Conversion Rate**" initially means 46.441271 shares of Common Stock for each share of Convertible Preferred Stock, subject to adjustment pursuant to **Section 9(c)(i)**. Each reference in this Certificate of Designations to the Conversion Rate as of a particular date without setting forth a particular time on such date will be deemed to be a reference to the Conversion Rate immediately before the Close of Business on such date.

"Conversion Share" means any share of Common Stock delivered or deliverable upon conversion of any Convertible Preferred Stock.

"Convertible Preferred Stock" has the meaning set forth in **Section 3(a)**.

"Corporation" has the meaning set forth in the preliminary paragraph hereto.

"**Current Market Price**" means the Volume-Weighted Average Price per share of Common Stock for the twenty (20) Trading Days ending on, but excluding, the date in question. If the Common Stock is not traded on any U.S. national or regional securities exchange or quotation system, the Current Market Price shall be the price per share of Common Stock that the Corporation could obtain from a willing buyer for shares of Common Stock sold by the Corporation from authorized but unissued shares of Common Stock, as such price shall be reasonably determined in good faith by the Board of Directors.

"Deficit Shares" has the meaning set forth in **Section 9(e)(i)**.

"Depositary" means DTC or its nominee or any successor appointed by the Corporation.

"**Disposition**" means, with respect to any property, any sale, assignment, conveyance, transfer, exclusive license, lease, sale and leaseback, conveyance, transfer or other disposition thereof (including, to the extent applicable based on the use of the term in this Certificate of Designations, any sale or issuance of Capital Stock by such Person or by a Subsidiary of such Person), including any sale, assignment, conveyance, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dividend Rate" means (i) three percent (3.0%) per annum from the Initial Issue Date to, but not including, September 11, 2027, (ii) five percent (5.0%) per annum from September 11, 2027 to, but not including, September 11, 2028, and (iii) seven percent (7.0%) per annum thereafter to, but not including, the Mandatory Conversion Date.

"Dividends" has the meaning set forth in **Section 5(a)**.

"Equity Interests" means the Capital Stock of the Corporation, and all warrants, options or other rights to acquire such Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, such Capital Stock.

"Equity Treatment Limitation" has the meaning set forth in **Section 9(e)(i)**.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Exempt Issuance" means (a) the Corporation's issuance or grant of shares of Common Stock or Common Stock Equivalents directly or upon the exercise of options or by way of other forms of equity compensation awarded to directors, officers, employees, or consultants of the Corporation in connection with their service as directors of the Corporation, their employment by the Corporation or their retention as consultants by the Corporation; and (b) the Corporation's issuance of securities upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, shares of Common Stock and are outstanding as of the Initial Issue Date; (c) the Corporation's issuance of the Convertible Preferred Stock and any shares of Common Stock upon conversion thereof; and (d) securities issued pursuant to acquisitions or strategic transactions, provided any such issuance shall only be to a Person which is, itself or through its subsidiaries, an operating company in a business synergistic with the business of the Corporation and in which the Corporation receives benefits in addition to the investment of funds, but shall not include a transaction in which the Corporation is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities. For purposes of this definition, "consultant" means a consultant that may participate in an "employee benefit plan" in accordance with the definition of such term in Rule 405 under the Securities Act.

"**GAAP**" means U.S. generally accepted accounting principles, consistently applied and as in effect from time to time.

"Global Preferred Certificate" has the meaning set forth in **Section 13(a)**.

"Global Preferred Shares" has the meaning set forth in **Section 13(a)**.

"Holder" means a person in whose name any Convertible Preferred Stock is registered on the Register.

"**Indebtedness**" means (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures, loan agreements or similar instruments, (c)

capital lease obligations, (d) other short- and long-term obligations under debt agreements, lines of credit and extensions of credit, (e) indebtedness (excluding prepaid interest thereon) secured by a lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse, and (f) all guarantees of such Person in respect of any of the foregoing.

"Initial Issue Date" means September 11, 2026.

"**Issue Date Consolidated Total Debt**" means the $1,110,766,995 aggregate principal amount of Consolidated Total Debt outstanding immediately following the closing of the Restructuring.

"Junior Securities" means collectively, the Common Stock and each other class or series of Capital Stock now existing or hereafter authorized, classified or reclassified, the terms of which do not expressly provide that such class or series ranks on a parity basis with or senior to the Convertible Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

"Last Reported Sale Price" of the Common Stock or the Convertible Preferred Stock for any Trading Day means the closing sale price per share (or, if no closing sale price is reported, the average of the last bid price and the last ask price per share or, if more than one in either case, the average of the average last bid prices and the average last ask prices per share) of the Common Stock on such Trading Day as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is then listed. If the Common Stock is not listed on a U.S. national or regional securities exchange on such Trading Day, then the Last Reported Sale Price will be the last quoted bid price per share of Common Stock on such Trading Day in the over-the-counter market as reported by OTC Markets Group Inc. or a similar organization. If the Common Stock is not so quoted on such Trading Day, then the Last Reported Sale Price will be the average of the mid-point of the last bid price and the last ask price per share of Common Stock on such Trading Day from a nationally recognized independent investment banking firm the Corporation selects.

"Liquidation Event" means the occurrence of any of the following:

(iv) (A) a consolidation, merger, statutory conversion, statutory exchange, transfer, domestication, continuance or similar business combination or transaction to which the Corporation is a party (whether or not the Corporation is the surviving corporation) or (B) a consolidation, merger, statutory conversion, statutory exchange, transfer, domestication, continuance or similar business combination or transaction to which a Subsidiary is a party, if approved by the Board of Directors or if the Corporation issues shares of its Capital Stock pursuant to such transaction (in either (A) or (B) of this clause (i)), other than an applicable transaction involving the Corporation or a Subsidiary in which the shares of Capital Stock of the Corporation outstanding immediately prior to such transaction continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such consolidation or merger, at least a majority of the Voting Stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly-owned

subsidiary of another corporation immediately following such transaction, the parent corporation of such surviving or resulting corporation;

(v) a Disposition of assets of the Corporation or its Subsidiaries that, taken as a whole, represent greater than 80% of the aggregate book value of the consolidated assets of the Corporation and its Subsidiaries as determined at the time of such Disposition in accordance with GAAP (including the Disposition of one or more Subsidiaries if the sale of all of the assets of such Subsidiary or Subsidiaries would meet or exceed the foregoing threshold described in this clause (ii), except where such Disposition is to a Wholly Owned Subsidiary of the Corporation);

(vi) the Corporation consummating a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another entity whereby such other entity acquires more than 50% of the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) making or party to, or associated or affiliated with such other "person" or "group" making or party to, such stock purchase agreement or other business combination) of the Corporation; *provided*, that any repurchase, redemption, or acquisition by one or more of the Corporation and its Affiliates of the capital stock of the Corporation, whether by open market purchase, tender offer, or otherwise, that results in a person acquiring at least a majority, by voting power, of the capital stock of the Corporation shall not be deemed to be a Liquidation Event; or

(vii) a Bankruptcy Event.

"**Liquidation Preference**" has the meaning set forth in **Section 5(a)**.

"Mandatory Conversion Date" means September 11, 2029.

"Market Disruption Event" means, with respect to any date, the occurrence or existence, during the one-half hour period ending at the scheduled close of trading on such date on the principal U.S. national or regional securities exchange or other market on which the Common Stock is listed for trading or trades, of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

"**Material Subsidiary**" means, as of any date of determination, any Subsidiary of the Corporation that, together with its respective Subsidiaries on a consolidated basis: (a) contributed or is otherwise directly or indirectly responsible for 80% or more of the consolidated revenue of the Corporation and its Subsidiaries at any point during the eighteen-month (18-month) period ending on the date of the most recent audited financial statements of the Corporation; (b) owned, leased, licensed, used, or held for use assets with an aggregate fair market value representing 80% or more of the consolidated total assets of the Corporation and its Subsidiaries at any point during the eighteen (18) month period prior to the date of determination.

"Number of Reserved Shares" means, as of any time, the number of shares of Common Stock that, at such time, the Corporation has reserved (out of its authorized but unissued shares of Common Stock that are not reserved for any other purpose) for delivery upon conversion of the Convertible Preferred Stock.

"**Original** Liquidation Preference" means, with respect to any share of Convertible Preferred Stock, as of the Initial Issue Date, $1,000, subject to adjustment for any stock split, reverse split, stock dividend or similar transaction, in each case, of the Convertible Preferred Stock.

"Parity Interests" means, subject to the consent rights over issuance thereof under Section 8(a)(i)(2), Parity Securities of the Corporation, and all warrants, options or other rights to acquire such Parity Securities, but excluding any debt security that is convertible into, or exchangeable for, such Parity Securities.

"Parity Securities" means, subject to the consent rights over issuance thereof under Section 8(a)(i)(2), any class or series of Capital Stock of the Corporation (other than Convertible Preferred Stock), the terms of which expressly provide that such class ranks *pari passu* with the Convertible Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary bankruptcy, liquidation, dissolution or winding up of the affairs of the Corporation.

"Paying Agent" has the meaning set forth in **Section 3(e)(h)**.

"Person" or "person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof. Any division or series of a limited liability company, limited partnership or trust will constitute a separate "person" under this Certificate of Designations.

"Record Date" means, with respect to any dividend or distribution on, or issuance to holders of, Convertible Preferred Stock or Common Stock, the date fixed (whether by law, contract or the Board of Directors or otherwise) to determine the Holders or the holders of Common Stock, as applicable, that are entitled to such dividend, distribution or issuance.

"Redemption" has the meaning set forth in **Section 7(a)**.

"Redemption Date" has the meaning set forth in **Section 7(a)**.

"Redemption Notice" has the meaning set forth in **Section 7(c)**.

"Redemption Price" has the meaning set forth in **Section 7(b).**

"Reference Property" has the meaning set forth in **Section 9(f)(i)**.

"Reference Property Unit" has the meaning set forth in **Section 9(f)(i)**.

"Register" has the meaning set forth in **Section 3(e)(ii)**.

"Registrar" has the meaning set forth in **Section 3(e)(i)**.

"Requisite Holders" means, as of any relevant time, the Holders constituting at least two-thirds (2/3) of the outstanding voting power of the Convertible Preferred Stock.

"**Restructuring**" has the meaning set forth in the Restructuring Support Agreement.

"**Restructuring Support Agreement**" has the meaning set forth in the preliminary paragraph hereto.

"Rule 144" means Rule 144 under the Securities Act (or any successor rule thereto), as the same may be amended from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Security" means any share of Convertible Preferred Stock or Conversion Share.

"Senior Interests" means, subject to the consent rights over issuance thereof under Section 8(a)(i)(2), Senior Securities of the Corporation, and all warrants, options or other rights to acquire such Senior Securities, but excluding any debt security that is convertible into, or exchangeable for, such Senior Securities.

"Senior Securities" means, subject to the consent rights over issuance thereof under Section 8(a)(i)(2), any class or series of Capital Stock of the Corporation, the terms of which expressly provide that such class or series ranks senior to the Convertible Preferred Stock, has preference or priority over the Convertible Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

"Share Agent" means the Transfer Agent or any Registrar, Paying Agent or Conversion Agent.

"Share Reserve Requirement" means, as of any time, a number of shares of Common Stock equal to the number of shares of Common Stock that would be deliverable (without regard to any limitations on conversion) upon conversion of all Convertible Preferred Stock outstanding as of such time (assuming such conversion occurred as of such time).

"Subsidiary" with respect to any Person:

(a) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and

(b) any partnership, joint venture, limited liability company or similar entity of which:

(i) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(ii) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

For the avoidance of doubt, any entity that is owned at a 50.0% or less level (as described above) shall not be a "Subsidiary" for any purpose under this Certificate of Designations, regardless of whether such entity is consolidated on the Corporation's or any of its Subsidiaries' financial statements. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Corporation.

"Successor Person" has the meaning set forth in **Section 9(e)(iii)**.

"Trading Day" means any calendar day on which (a) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and (b) there is no Market Disruption Event. If the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

(a) "Transfer Agent" shall initially mean Equiniti Trust Company, LLC.

"**Volume-Weighted Average Price**" means, with respect to any security and a period of Trading Days, (i) the volume weighted average price of such security during the regular trading session of each Trading Day during such period (including any extensions thereof, without regard to pre-open or after hours trading outside of such regular trading session) as reported by the principal U.S. national or regional securities exchange or quotation system on which such security is then listed or quoted, as published by Bloomberg at 4:15 P.M., New York City time (or 15 minutes following the end of any extension of the regular trading session), or (ii) if such volume weighted average price is unavailable or in manifest error as reasonably determined in good faith by the Board of Directors, the market value of one unit of such security during such period determined using a volume weighted average price method by an independent nationally recognized investment bank or other qualified financial institution selected by the Board of Directors.

"Voting Stock" means, with respect to any Person, shares of such Person's Capital Stock that are at the time generally entitled, without regard to contingencies, to vote in the election of the board of directors of such Person.

"Wholly Owned Subsidiary" of a Person means any Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) are owned by such Person or one or more wholly owned Subsidiaries of such Person.

2. RULES OF CONSTRUCTION. For purposes of this Certificate of Designations:

(a) "or" is not exclusive;

(b) "including" means "including without limitation";

(c) "will" expresses a command;

(d) the "average" of a set of numerical values refers to the arithmetic average of such numerical values;

(e) a merger involving, or a transfer of assets by, a limited liability company, limited partnership or trust will be deemed to include any division of or by, or an allocation of assets to a series of, such limited liability company, limited partnership or trust, or any unwinding of any such division or allocation;

(f) words in the singular include the plural and in the plural include the singular, unless the context requires otherwise;

(g) "herein," "hereof" and other words of similar import refer to this Certificate of Designations as a whole and not to any particular Section or other subdivision of this Certificate of Designations, unless the context requires otherwise;

(h) references to currency mean the lawful currency of the United States of America, unless the context requires otherwise; and

(i) the exhibits, schedules and other attachments to this Certificate of Designations are deemed to form part of this Certificate of Designations.

3. THE CONVERTIBLE PREFERRED STOCK.

(a) *Designation; Par Value*. A series of stock of the Corporation titled the "Series A Mandatorily Convertible Preferred Stock" (the "Convertible Preferred Stock") is hereby designated and created out of the authorized and unissued Preferred Shares of the Corporation. The par value of the Convertible Preferred Stock is $0.01 per share.

(b) *Number of Authorized Shares*. The total authorized number of shares of Convertible Preferred Stock is two million, six hundred thirty-nine thousand, seven hundred sixteen (2,639,716); *provided*, *however,* that, subject to **Section 8**, by resolution of the Board of Directors, the total number of shares of Convertible Preferred Stock may be increased (but not above the total number of authorized Preferred Shares) or reduced (but not below the number of shares of Convertible Preferred Stock then outstanding).

(c) *Form, Dating and Denominations*.

(i) *Uncertificated Shares*. The Convertible Preferred Stock will be represented in the form of uncertificated shares as set forth in **Section 13**.

The Corporation shall evidence the share(s) of Convertible Preferred Stock in the form of an electronic book entry maintained by the Corporation or the Transfer Agent.

(ii) *Legend; Interpretation*. For purposes of this Certificate of Designations, uncertificated shares will be deemed to include the text set forth in **Exhibit A**. Any reference in this Certificate of Designations to the "delivery" of the shares will be deemed to be satisfied upon the registration of the electronic book entry representing such shares of Convertible Preferred Stock in the name of the applicable Holder.

(iii) *No Bearer Certificates; Denominations*. The Convertible Preferred Stock will be issued only in registered form and only in whole numbers of shares.

(d) *Method of Payment; Delay When Payment Date is Not a Business Day*.

(i) *Method of Payment*. The Corporation will pay (or cause the Paying Agent to pay) all cash amounts due on any Convertible Preferred Stock, out of funds legally available therefor, by wire transfer of immediately available funds.

(ii) *Delay of Payment when Payment Date is Not a Business Day*. If the due date for a payment on any Convertible Preferred Stock as provided in this Certificate of Designations is not a Business Day, then, notwithstanding anything to the contrary in this Certificate of Designations, such payment may be made on the immediately following Business Day and no interest, dividend or other amount will accrue or accumulate on such payment as a result of the related delay. Solely for purposes of the immediately preceding sentence, a day on which the Federal Reserve Bank of New York or the applicable place of payment is authorized or required by law or executive order to close or be closed will be deemed not to be a "Business Day."

(e) *Transfer Agent, Registrar, Paying Agent and Conversion Agent*.

(i) *Generally*. The Corporation designates its principal U.S. executive offices, and any office of the Transfer Agent in the continental United States, as an office or agency where Convertible Preferred Stock may be presented for (1) registration of transfer or for exchange (the "Registrar"); (2) payment (the "Paying Agent"); and (3) conversion (the "Conversion Agent"). At all times when any Convertible Preferred Stock is outstanding, the Corporation will maintain an office in the continental United States constituting the Registrar, Paying Agent and Conversion Agent.

(ii) *Maintenance of the Register*. The Corporation will keep, or cause there to be kept, a record (the "Register") of the names and addresses of the Holders, the number of shares of Convertible Preferred Stock held by each Holder and the transfer, exchange, repurchase, Redemption and conversion of the Convertible Preferred Stock. Absent manifest error, the entries in the Register will be conclusive and the Corporation and the Transfer Agent may treat each Person whose name is recorded as a Holder in the Register as a Holder for all purposes. The Register will be in written

form or in any form capable of being converted into written form reasonably promptly.

(iii) *Subsequent Appointments*. By notice to each Holder, the Corporation may, at any time, appoint any Person (including any Subsidiary of the Corporation) to act as Registrar, Paying Agent or Conversion Agent. If the Corporation or any of its Subsidiaries acts as Paying Agent, then (1) it will segregate for the benefit of the Holders all money and other property held by it as Paying Agent; and (2) references in this Certificate of Designations to the Paying Agent holding cash or other property, or to the delivery of cash or other property to the Paying Agent, in each case, for payment or delivery to any Holders or with respect to the Convertible Preferred Stock, will be deemed to refer to cash or other property so segregated, or to the segregation of such cash or other property, respectively.

(f) *Transfers and Exchanges; Transfer Taxes; Certain Transfer Restrictions*.

(i) *Provisions Applicable to All Transfers and Exchanges*.

(1) *Generally*. Shares of Convertible Preferred Stock may be transferred or exchanged by a Holder to or with one or more other Persons from time to time without the prior written consent of the Corporation. The Corporation will cause the transfer or exchange to be effected as soon as reasonably practicable but in no event later than the second Business Day after the date of the transfer or exchange request. The Corporation will cause the Registrar to record each such transfer or exchange in the Register.

(2) *No Services Charge; Transfer Taxes*. The Corporation and the Share Agents will not impose any service charge on any Holder for any transfer, exchange or conversion of any Convertible Preferred Stock, but the Corporation, the Transfer Agent, the Registrar and the Conversion Agent may require payment by the applicable Holder of a sum sufficient to cover any transfer tax or similar governmental charge that may be imposed in connection with any transfer, exchange or conversion of Convertible Preferred Stock; *provided*, that (A) any such taxes or charges incurred in connection with the original issuance of the Convertible Preferred Stock that are legally required to be paid by the Corporation shall be paid and borne by the Corporation; and (B) any such taxes or charges incurred in connection with a conversion of the Convertible Preferred Stock pursuant to **Section 9** shall be paid and borne as provided in **Section 11(b)**.

(3) *No Transfers or Exchanges of Fractional Shares*. Notwithstanding anything to the contrary in this Certificate of Designations, all transfers and exchanges of Convertible Preferred Stock must be in an amount representing a whole number of shares of Convertible Preferred Stock, and no fractional share of Convertible Preferred Stock may be transferred or exchanged.

(ii) *Transfers of Shares Subject to Redemption or Conversion*. Notwithstanding anything to the contrary in this Certificate of

Designations, the Corporation, the Transfer Agent and the Registrar will not be required to register the transfer of or exchange any share of Convertible Preferred Stock that has been called for Redemption.

(g) *Status of Retired or Treasury Shares*. Upon any share of Convertible Preferred Stock ceasing to be outstanding, such share will be deemed, automatically and without any further action of the Board of Directors, to be retired and to resume the status of an authorized and unissued Preferred Share of the Corporation, and such share cannot thereafter be reissued as Convertible Preferred Stock.

(h) *Registered Holders*. Only the Holder of any share of Convertible Preferred Stock will have rights under this Certificate of Designations as the owner of such share of Convertible Preferred Stock.

(i) *Shares Held by the Corporation or its Subsidiaries*. Without limiting the generality of **Section 3(j)**, in determining whether the Holders of the required number of outstanding shares of Convertible Preferred Stock have concurred in any direction, waiver or consent, shares of Convertible Preferred Stock owned by the Corporation or any of its Subsidiaries will be deemed not to be outstanding.

(j) *Outstanding Shares*.

(i) *Generally*. The shares of Convertible Preferred Stock that are outstanding at any time will be deemed to be those shares indicated as outstanding in the Register (absent manifest error), excluding those shares of Convertible Preferred Stock that have theretofore been (1) paid in full upon their conversion or upon their redemption or repurchase in accordance with this Certificate of Designations; or (2) deemed to cease to be outstanding to the extent provided in, and subject to, **clause (ii) or (iii)** of this **Section 3(j)**.

(ii) *Shares to Be Redeemed*. If, on a Redemption Date, the Paying Agent holds consideration in kind and amount that is sufficient to pay the aggregate Redemption Price due on such date, then (unless there occurs a default in the payment of the Redemption Price) (1) the Convertible Preferred Stock to be redeemed on such date will be deemed, as of such date, to cease to be outstanding; and (2) the rights of the Holders of such Convertible Preferred Stock, as such, will terminate with respect to such Convertible Preferred Stock, other than the right to receive the Redemption Price as provided in **Section 7**.

(iii) *Shares to Be Converted*. If any shares of Convertible Preferred Stock remain outstanding as of the Close of Business on the Mandatory Conversion Date, then (unless there occurs a default in the delivery of the Conversion Consideration due pursuant to **Section 9** upon such conversion): (1) such Convertible Preferred Stock will be deemed to cease to be outstanding; and (2) the rights of the Holders of such Convertible Preferred Stock, as such, will terminate with respect to such Convertible Preferred Stock, other than the right to receive such Conversion Consideration as provided in **Section 9**.

(k) *Repurchases of Convertible Preferred Stock*. The Corporation, its Subsidiaries and its Affiliates may, from time to time and subject to prior authorization of the Board of Directors, repurchase Convertible Preferred Stock in open market

purchases or in negotiated transactions without delivering prior notice to the Holders.

4. RANKING. With respect to payment of dividends and distributions and distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, all shares of the Convertible Preferred Stock shall rank (a) senior to all Junior Securities, (b) *pari passu* with any Parity Securities in issue from time to time and (c) junior to all Senior Securities. For the avoidance of doubt, all shares of the Convertible Preferred Stock shall rank senior to all existing and future equity securities of the Corporation (including the Common Stock), unless otherwise approved or consented to by the Requisite Holders pursuant to **Section 8(a)(i)(2)**.

5. DIVIDENDS.

(a) *Accrual of Dividends*. From and after the Initial Issue Date, cumulative dividends ("Dividends") on each share of Convertible Preferred Stock shall accrue on a daily basis in arrears at the applicable Dividend Rate on the sum of (i) the Original Liquidation Preference thereof plus (ii) once compounded, any Compounded Dividends thereon (the Original Liquidation Preference plus, at any time of determination, the accumulated Compounded Dividends, the "Liquidation Preference"). Dividends on the Convertible Preferred Stock shall accrue on the basis of a 360-day year, consisting of twelve (12), thirty (30) calendar day periods, and shall accrue daily commencing on the Initial Issue Date, and shall be deemed to accrue from such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends.

(b) *Compounding of Dividends*. All Dividends shall compound quarterly on the last day of March, June, September and December of each calendar year, and shall be automatically added to the then current Liquidation Preference ("Compounded Dividends").

(c) *Restriction on Dividends*. Without the prior written consent of Requisite Holders, for so long as any shares of Convertible Preferred Stock remain outstanding:

(i) no dividends or other distributions (other than in shares of Common Stock or in shares of any class or series of convertible Preferred Shares that the Corporation may issue ranking junior to the Convertible Preferred Stock as to dividends and upon liquidation for which an adjustment to the Conversion Rate has been made in accordance with this Certificate of Designations) shall be declared or paid or set aside for payment upon any other class or series of capital stock of the Corporation; and

(ii) any shares of capital stock that the Corporation may issue other than, subject to **Section 3(k)**, the Convertible Preferred Stock, shall not be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such shares) by the Corporation, except (a) by conversion into or exchange for shares of, or options, warrants or rights to purchase or subscribe for, other Capital Stock of the Corporation that it may issue ranking junior to the Convertible Preferred Stock as to dividends and upon liquidation, (b) in the case of the distribution of assets upon liquidation, dissolution or winding up, (c) repurchases of fractional shares of Capital Stock of the Corporation upon the exercise of warrants, options or other

securities convertible into or exchangeable for Capital Stock of the Corporation or upon the vesting of any profits interests, restricted stock units or similar incentive interests in an aggregate amount not to exceed $1,000,000, or (d) "net" or "cashless" exercises of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Corporation (for purposes of exercising such warrants, options or other securities convertible into or exchangeable for Capital Stock of the Corporation, including any transfer for the payment of tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such warrants, options or other securities convertible into or exchangeable for Capital Stock of the Corporation), in each case if such Capital Stock represents all or a portion of the exercise price of such warrants, options or other securities convertible into or exchangeable for Capital Stock as part of a "cashless" exercise upon such exercise or vesting, as applicable.

(d) *Participation in Common Stock Dividends*. Holders shall fully participate in any dividends or distributions declared or paid on Common Stock as if each share of Convertible Preferred Stock were converted into a number of shares of Common Stock (without regard to any limitations on conversion) equal to the Conversion Rate in effect on such Record Date (an "as-converted basis").

6. RIGHTS UPON LIQUIDATION, DISSOLUTION OR WINDING UP.

(a) *Generally*. Unless waived in whole or in part by the Requisite Holders, upon the occurrence of a Liquidation Event, subject to the rights of any of the Corporation's creditors or holders of any outstanding Senior Securities, the Corporation shall pay to the Holder of each share of Convertible Preferred Stock the Liquidation Preference of such share of Convertible Preferred Stock in cash, plus any accrued and unpaid Dividends in respect of the Convertible Preferred Stock not previously added to the Liquidation Preference, whether or not declared out of the Corporation's assets or funds legally available for distribution to the Corporation's stockholders, before any such assets or funds are distributed to, or set aside for the benefit of, any Junior Securities.

(b) Upon payment of such amount in full in cash on the outstanding Convertible Preferred Stock, Holders of the Convertible Preferred Stock will have no rights to the Corporation's remaining assets or funds, if any. If such assets or funds are insufficient to fully pay such amount on all outstanding shares of Convertible Preferred Stock and the corresponding amounts payable in respect of all outstanding shares of Parity Securities, if any, then, subject to the rights of any of the Corporation's creditors or holders of any outstanding Senior Securities, such assets or funds will be distributed ratably on the outstanding shares of Convertible Preferred Stock and Parity Securities in proportion to the full respective distributions to which such shares would otherwise be entitled.

7. REDEMPTION AT THE OPTION OF THE CORPORATION.

(a) *Corporation's Right to Redeem*. The Corporation may redeem the Convertible Preferred Stock in cash by written notice out of funds legally available therefor:

(i) in full or in part, at any time and on one or more Redemption Dates, with proceeds from (A) Cash Flow from Operations, (B) Asset Sales, (C) sales of Junior Securities and (D) incurrence of Indebtedness, to the extent such

incurrence (after giving effect to the use of proceeds therefrom) would not result in the Corporation's Consolidated Total Debt exceeding the Issue Date Consolidated Total Debt; and

(ii) in full at any time, with proceeds from the incurrence of Indebtedness.

Each such redemption pursuant to this **Section 7(a)** shall be referred to as a "Redemption," and shall occur on a date chosen by the Corporation (each such date, a "Redemption Date").

(b) *Redemption Price*. The Redemption Price (the "Redemption Price") with respect to a share of Convertible Preferred Stock shall equal the Liquidation Preference as of the Redemption Date, plus any accrued and unpaid Dividends in respect of such share of Convertible Preferred Stock not previously added to the Liquidation Preference to, but not including, the Redemption Date. The Redemption Price shall be payable in cash.

(c) *Redemption Notices*. Any election to redeem shares of Convertible Preferred Stock by the Corporation pursuant to this **Section 7(c)** shall be made by delivery to the Holders of written notice (the "Redemption Notice") of the Corporation's election to redeem, at least 10 calendar days but no more than 60 calendar days prior to the applicable Redemption Date (*provided* that, if the shares of Convertible Preferred Stock are held in book-entry form through the Depositary, the Corporation may give such notice in any manner permitted by the Depositary), which Redemption Notice shall state:

(i) that a Redemption is being made and the number of shares of Convertible Preferred Stock being redeemed;

(ii) the Redemption Price;

(iii) any conditions to the consummation of the Redemption; and

(iv) the Redemption Date (or, to the extent not ascertainable at the time of such notice, a good faith estimate of the Redemption Date).

(d) *Payment of the Redemption Price*. On the Redemption Date, the Corporation shall cause to be paid in cash the aggregate Redemption Price for such shares of Convertible Preferred Stock to such Holders at an account or accounts designated by such Holders. Upon such payment in full, such shares of Convertible Preferred Stock will be deemed to have been redeemed, and Dividends with respect to such redeemed shares of Convertible Preferred Stock shall cease to accumulate and all designations, rights, preferences, powers, qualifications, restrictions and limitations of such redeemed shares shall forthwith terminate. If any shares of Convertible Preferred Stock are not redeemed on the Redemption Date for any reason, until such shares are redeemed, all such unredeemed shares of Convertible Preferred Stock shall remain outstanding and continue to accumulate Dividends thereon until the date on which the Corporation redeems and pays in full the Redemption Price for such Convertible Preferred Stock.

(e) *Conditional Redemption*. Any Redemption Notice may, at the Corporation's discretion, be subject to one or more conditions precedent.

(f) *Partial Redemption*. All Redemptions shall be made on a pro rata basis among all Holders in proportion to the number of shares of Convertible Preferred Stock held by such Holders, treating holders of vested warrants, options or other rights to acquire Convertible Preferred Stock as the Holders thereof. Upon the consummation of a Redemption of less than all of the outstanding Convertible Preferred Stock, the Corporation shall cause the Transfer Agent and Registrar to reduce the number of shares of the Convertible Preferred Stock represented by the global certificate by making a notation on the global certificate or otherwise notating such reduction in the register maintained by such Transfer Agent and Registrar.

8. VOTING RIGHTS. The Convertible Preferred Stock will have the voting, consent or waiver rights set forth in this **Section 8** or as otherwise provided in the Certificate of Incorporation (including this Certificate of Designations) or required by the General Corporation Law of the State of Delaware.

(a) *Voting, Consent and Waiver Rights with Respect to Specified Matters*.

(i) *Generally*. Subject to the other provisions of this **Section 8(a)**, each of the following events will require, and cannot be effected without (and any such actions will be void *ab initio*), the prior written affirmative vote, consent or waiver of Requisite Holders:

(1) any amendment, modification, repeal or waiver of any provision of the organizational documents of the Corporation (including the Certificate of Incorporation (including this Certificate of Designations) or Bylaws) that disproportionately and adversely affects the rights, preferences, privileges or powers of the Holders with respect to such Holders' Convertible Preferred Stock (other than an amendment, modification or repeal permitted by **Section 8(a)(ii)**);

(2) authorization or issuance of any Parity Interests or Senior Interests, or reclassification, alteration or amendment of any existing Equity Interests into, or issuance of any Equity Interests or debt securities convertible into or exchangeable or exercisable for, Parity Interests or Senior Interests;

(3) increase or decrease in the number of authorized but unissued shares of Convertible Preferred Stock or effecting of any stock split, combination, or other similar recapitalization or reorganization with respect to the Convertible Preferred Stock; and

(4) any mandatory exchange, reclassification or cancellation of all or part of the Convertible Preferred Stock.

provided, *however*, that each of the following will be deemed not to adversely affect the special rights, preferences or voting powers of the Convertible Preferred Stock and will not require any vote, consent or waiver pursuant to **Section 8(a)(i)(1)**:

(A) any increase in the number of authorized shares of Convertible Preferred Stock as necessary with respect to issuances of shares of Convertible Preferred Stock pursuant

to the terms of the Corporation's Amended and Restated 2019 Omnibus Incentive Plan, dated as of September 11, 2026 (the "Incentive Plan"), as may be further amended, amended and restated, supplemented or otherwise modified from time to time;

(B) notwithstanding the provisions of Section 242(b)(2) of the DGCL and except as provided in **Section 8(a)(i)(3)**, the creation and issuance, or increase in the authorized or issued number, of any shares of any class or series of stock; and

(C) the application of **Section 9(f)**, including the execution and delivery of any supplemental instruments pursuant to **Section 9(f)(ii)** solely to give effect to such provision; provided that no such supplemental instrument shall reduce any right, preference, or privilege of the Convertible Preferred Stock or impose any additional obligation on Holders without Requisite Holder consent.

(ii) *Certain Amendments Permitted Without Consent*. Notwithstanding anything to the contrary in **Section 8(a)(i)(1)**, the Corporation may amend, modify or repeal any of the terms of the Convertible Preferred Stock in a manner that does not, directly or indirectly, disproportionately and adversely affect the rights, preferences or voting powers of the Convertible Preferred Stock without the vote, consent or waiver of any Holder to amend or correct this Certificate of Designations to cure any *bona fide* ambiguity or correct any *bona fide* mistake, omission, defect or inconsistency; provided that the Corporation shall provide written notice to the Holders not less than ten (10) Business Days prior to the effectiveness of any such amendment, modification or repeal, along with a description of such amendment, modification or repeal in reasonable detail.

(b) *Right to Vote with Holders of Common Stock on an As-Converted Basis*. Subject to the other provisions of, and without limiting the other voting rights provided in this **Section 8**, the Holders will have the right to vote together as a single class with the holders of the Common Stock on each matter submitted for a vote, consent or waiver by the holders of the Common Stock, and, for these purposes, (i) each share of the Convertible Preferred Stock of each Holder will entitle such Holder to be treated in respect of each such share as if such Holder were the holder of record, as of the record or other relevant date for such matter, of a number of shares of Common Stock (without regard to any limitations on conversion) equal to the Conversion Rate in effect on such Record Date; and (ii) the Holders will be entitled to notice of all stockholder meetings or proposed actions by written consent in accordance with the Certificate of Incorporation, the Bylaws of the Corporation, and the General Corporation Law of the State of Delaware as if the Holders were holders of Common Stock. Notwithstanding the foregoing, the aggregate voting power of the Convertible Preferred Stock when voting with the holders of the Common Stock shall be limited to the extent necessary to comply with the NASDAQ Listing Standard Rules, and any resulting limitation on the voting rights of the Convertible Preferred Stock shall apply pro rata among the Holders thereof; provided that the Corporation shall use commercially reasonable efforts to seek any stockholder approval or take any

other action necessary to eliminate such limitation at the earliest practicable opportunity.

(c) *Procedures for Voting, Consents and Waivers*.

(i) *Rules and Procedures Governing Votes, Consents or Waivers*. If any vote, consent or waiver of the Holders will be held or solicited, including at an annual meeting or a special meeting of stockholders, then (1) the Board of Directors will adopt customary rules and procedures at its discretion to govern such vote or consent, subject to the other provisions of this **Section 8**; and (2) such rules and procedures may include fixing a record date to determine the Holders that are entitled to vote or provide consent, as applicable, rules governing the solicitation and use of proxies or written consents and customary procedures for the nomination and designation, by Holders, of directors for election; provided, however, that with respect to any rights of the Holders pursuant to **Section 8(b)**, such rules and procedures will be the same rules and procedures that apply to holders of the Common Stock with respect to the applicable matter referred to in **Section 8(b)**.

(ii) *Voting Power of the Convertible Preferred Stock*. Each share of Convertible Preferred Stock outstanding as of the applicable record date will be entitled to one vote on each matter on which the Holders of the Convertible Preferred Stock are entitled to vote separately as a class and not together with the holders of any other class or series of stock.

(iii) *Written Consent in Lieu of Stockholder Meeting*. Notwithstanding anything to the contrary otherwise set forth in the Certificate of Incorporation, the Bylaws or otherwise, an affirmative vote, consent or waiver of the Holders pursuant to **Section 8(a)** may be given or obtained in writing without a meeting.

9. CONVERSION.

(a) *Generally*. Each outstanding share of the Convertible Preferred Stock shall automatically convert (unless previously repurchased or redeemed pursuant to **Section 8**) on the Mandatory Conversion Date into a number of shares of Common Stock equal to the Conversion Rate as of immediately before the Close of Business on the Business Day immediately prior to the Mandatory Conversion Date.

(b) *Settlement Upon Conversion*.

(i) *Payment of Cash in Lieu of any Fractional Share of Common Stock*. Subject to **Section 12(b)**, in lieu of delivering any fractional share of Common Stock otherwise due upon conversion of any Convertible Preferred Stock, the Corporation will, to the extent it is legally able to do so and permitted under the terms of its Indebtedness, pay cash equal to such fraction multiplied by the Last Reported Sale Price per share of Common Stock on the Trading Day immediately preceding the Mandatory Conversion Date.

(ii) *Delivery of Conversion Consideration*. Except as provided in **Section 9(e),** the Corporation will pay and deliver the Conversion Consideration due

upon conversion of any Convertible Preferred Stock through book-entry transfer through the facilities of the Depositary, together with delivery by the Corporation to the Holders of any cash in lieu of fractional share to which the Holders are entitled, on the later of (i) the Mandatory Conversion Date and (ii) the Business Day after the Holder has paid in full all applicable taxes and duties pursuant to **Section 11(b)**, if any.

(c) *Conversion Rate Adjustments*.

(i) *Events Requiring an Adjustment to the Conversion Rate*. The Conversion Rate will be adjusted from time to time as follows:

(1) *Stock Dividends, Splits and Combinations*. If the Corporation issues shares of Common Stock as a dividend or distribution on all or substantially all shares of the Common Stock, or if the Corporation effects a stock split or a stock combination of the Common Stock or similar event (in each case, excluding an issuance solely pursuant to a Common Stock Change Event, as to which **Section 9(e)** will apply), then the Conversion Rate will be adjusted based on the following formula:

$CR_1 = CR_0 * OS_1 \div OS_0$

where:

CR_0 = the Conversion Rate in effect immediately before the Close of Business on the Record Date for such dividend, distribution or other similar event, or immediately before the Close of Business on the effective date of such stock split, stock combination or other similar event, as applicable;

CR_1 = the Conversion Rate in effect immediately after the Close of Business on such Record Date or effective date, as applicable;

OS_0 = the number of shares of Common Stock outstanding immediately before the Close of Business on such Record Date or effective date, as applicable, without giving effect to such dividend, distribution, stock split, stock combination or other similar event; and

OS_1 = the number of shares of Common Stock outstanding immediately after giving effect to such dividend, distribution, stock split, stock combination or other similar event.

If any dividend, distribution, stock split, stock combination or other similar event of the type described in this **Section 9(c)(i)(1)** is declared or announced, but not so paid or made, then the Conversion Rate will be readjusted, effective as of the date the Corporation determines not to pay such dividend or distribution or to effect such stock split or stock combination, to the Conversion Rate that would then be in effect had such dividend, distribution, stock split or stock combination not been declared or announced.

(2) *Certain Issuances of Equity Interests*. In the event the Corporation shall at any time after the Initial Issue Date issue Equity Interests, without consideration or for a consideration per share less than the Current Market Price as of the date of issuance of such Equity Interests, then the Conversion Rate shall be increased, concurrently with such issue, to a price determined in accordance with the following formula:

$CR_1 = CR_0 * (OS_1 * CMP) \div [(OS_0 * CMP) + AC]$

where:

CMP	=	Current Market Price
CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the Trading Day immediately prior to the date of announcement of such issuance;
CR_1	=	the Conversion Rate in effect immediately after the issuance;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the issuance (includes outstanding shares of Common Stock, all shares of Convertible Preferred Stock on an as converted basis, and all outstanding options on an as-exercised basis);
OS_1	=	the number of shares of Common Stock outstanding immediately after the issuance (includes outstanding shares of Common Stock, all shares of Convertible Preferred Stock on an as converted basis, and all outstanding options on an as-exercised basis);
AC	=	the aggregate consideration received by the Corporation in respect of the issuance, equal to the sum of (x) the purchase price payable solely in cash of all such securities, plus (y) the minimum aggregate amount, if any, payable upon exercise or conversion of any such convertible securities into shares of Common Stock plus (z) the fair market value (as determined in good faith by the Board of Directors) of any consideration that consists all or in part of property other than cash;

provided, however, that the Conversion Rate will not be adjusted pursuant to this **Section 9(c)(i)(2)** solely as a result of an Exempt Issuance. Such adjustment shall become effective immediately after the public announcement of such issuance. In the event that such issuance is announced but not completed, the Conversion Rate shall again be adjusted to be the Conversion Rate which would then be in effect if such issuance had not been announced.

(ii) *No Adjustments in Certain Cases*. The Corporation will not be required to adjust the Conversion Rate except pursuant to **Section 9(c)(i)**.

(iii) *Stockholder Rights Plans*. If any shares of Common Stock are to be issued upon conversion of any Convertible Preferred Stock and, at the time of such conversion, the Corporation has in effect any stockholder rights plan, then the Holder of such Convertible Preferred Stock will be entitled to receive, in addition to, and concurrently with the delivery of, the consideration otherwise due upon such conversion, the rights set forth in such stockholder rights plan, unless such rights have separated from the Common Stock at such time, in which case, and only in such case, such separation will require, at the time of such separation, distribution of such rights to the holders of Convertible Preferred Stock on an as-converted basis.

(iv) *Determination of the Number of Outstanding Shares of Common Stock*. For purposes of **Section 9(c)(i)**, the number of shares of Common Stock outstanding at any time will exclude shares of Common Stock held in the Corporation's treasury (unless the Corporation pays any dividend or makes any distributions on shares of Common Stock held in its treasury).

(v) *Calculations*. All calculations with respect to the Conversion Rate and adjustments thereto will be made to the nearest 1/10,000th of a cent (with 5/100,000ths rounded upward).

(vi) *Notice of Conversion Rate Adjustments*. Upon the effectiveness of any adjustment to the Conversion Rate pursuant to **Section 9(c)(i)**, the Corporation will, as soon as reasonably practicable, send notice to the Holders containing (1) a brief description of the transaction or other event on account of which such adjustment was made; (2) the Conversion Rate in effect immediately after such adjustment; and (3) the effective time of such adjustment.

(d) *Voluntary Conversion Rate Increases*.

(i) *Generally*. To the extent permitted by law and applicable stock exchange rules, the Corporation, from time to time, may (but is not required to) increase the Conversion Rate by any amount if (1) the Board of Directors determines that such increase is in the Corporation's best interest or that such increase is advisable to avoid or diminish any income tax imposed on holders of Common Stock or rights to purchase Common Stock as a result of any dividend or distribution of shares (or rights to acquire shares) of Common Stock or any similar event; (2) such increase is in effect for a period of at least twenty (20) Business Days; and (3) such increase is irrevocable during such period; *provided*, *however*, that any such increase that would be reasonably expected to result in any income tax imposed on holders of Convertible Preferred Stock shall require the affirmative vote or consent of the Requisite Holders.

(ii) *Notice of Voluntary Increase*. If the Board of Directors determines to increase the Conversion Rate pursuant to **Section 9(d)(i)**, then, no later than the first Business Day of the related twenty (20) Business Day period referred to in **Section 9(d)(i)**, the Corporation will send notice to each Holder, the Transfer Agent and the Conversion Agent of such increase to the Conversion Rate, the amount thereof and the period during which such increase will be in effect.

(e) *Restriction on Conversions*.

(i) *Equity Treatment Limitation*.

(1) *Generally*. Notwithstanding anything to the contrary in this Certificate of Designations, the Corporation will in no event be required to deliver any shares of Common Stock in settlement of the conversion of any Convertible Preferred Stock to the extent, but only to the extent, the Corporation does not then have sufficient authorized and unissued shares of Common Stock that are not reserved for other purposes (the limitation set forth in this sentence, the "Equity Treatment Limitation," and any shares of Common Stock that would otherwise be deliverable in excess of the number of such authorized and unissued shares, the "Deficit Shares"). If any Deficit Shares are withheld pursuant to the Equity Treatment Limitation and, at any time thereafter, some or all of such Deficit Shares could be delivered without violating the Equity Treatment Limitation, then (A) the Corporation will deliver such Deficit Shares to the extent, but only to the extent, such delivery is permitted by the Equity Treatment Limitation; and (B) the provisions of this sentence will continue to apply until there are no remaining Deficit Shares.

(2) *Share Reserve Provisions*. On the Initial Issue Date, the Number of Reserved Shares is not less than the Share Reserve Requirement. The Corporation shall at all times reserve and keep available a number of Reserved Shares to be no less than the Share Reserve Requirement at any time when any Convertible Preferred Stock is outstanding (including, if applicable, by seeking the approval of its stockholders to amend the Certificate of Incorporation to increase the number of authorized shares of Common Stock). The Corporation shall take all such actions as may be necessary to assure that all such shares of Common Stock may be issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance, which shall be immediately delivered by the Corporation upon each such issuance).

(f) *Effect of Common Stock Change Event*.

(i) *Generally*. If there occurs any:

(1) recapitalization, reclassification or change of the Common Stock, other than (x) changes solely resulting from a subdivision or combination of the Common Stock, (y) a change only in par value or from par value to no par value or no par value to par value or (z) stock splits and stock combinations that do not involve the issuance of any other series or class of securities;

(2) consolidation, merger, combination or binding or statutory share exchange involving the Corporation;

(3) sale, lease or other transfer of all or substantially all of the assets of the Corporation and its Subsidiaries, taken as a whole, to any Person; or

(4) other similar event,

which does not constitute a Liquidation Event and as a result of which the Common Stock is converted into, or is exchanged for, or represents solely the right to receive, other securities, cash or other property, or any combination of the foregoing (such an event, a "Common Stock Change Event," and such other securities, cash or property, the "Reference Property," and the amount and kind of Reference Property that a holder of one (1) share of Common Stock would be entitled to receive on account of such Common Stock Change Event (without giving effect to any arrangement not to issue or deliver a fractional portion of any security or other property), a "Reference Property Unit"), then, notwithstanding anything to the contrary in this Certificate of Designations,

(A) from and after the effective time of such Common Stock Change Event, (I) the consideration due upon conversion of any Convertible Preferred Stock will be determined in the same manner as if each reference to any number of shares of Common Stock in **Section 7**, **Section 9** or **Section 10**, or in any related definitions, were instead a reference to the same number of Reference Property Units; and

(B) if such Reference Property Unit consists entirely of cash, then the Corporation will pay the cash due in respect of all conversions occurring on the Mandatory Conversion Date no later than the tenth (10th) Business Day after the Mandatory Conversion Date.

If the Reference Property consists of more than a single type of consideration to be determined based in part upon any form of stockholder election, then the composition of the Reference Property Unit will be deemed to be the weighted average of the types and amounts of consideration actually received, per share of Common Stock, by the holders of Common Stock. The Corporation will notify the Holders of such weighted average as soon as practicable after such determination is made.

(ii) *Compliance Covenant*. The Corporation will not become a party to any Common Stock Change Event unless its terms are consistent with this **Section 9(f)**.

(iii) *Execution of Supplemental Instruments*. On or before the date the Common Stock Change Event becomes effective, the Corporation and, if applicable, the resulting, surviving or transferee Person (if not the Corporation) of such Common Stock Change Event (the "Successor Person") will execute and deliver such supplemental instruments, if any, as the Corporation reasonably determines are necessary or desirable, to (1) provide for subsequent adjustments to the Conversion Rate pursuant to **Section 9(c)(i)** in a manner consistent with this **Section 9(f)**; and (2) give effect to such other provisions, if any, as the Corporation reasonably determines are appropriate to preserve the economic interests of the

Holders and to give effect to **Section 9(f)(i)**. If the Reference Property includes shares of stock or other securities or assets of a Person other than the Successor Person, then such other Person will also execute such supplemental instrument(s), if any, and such supplemental instrument(s) will contain such additional provisions, if any, that the Corporation reasonably determines are appropriate to preserve the economic interests of Holders.

(iv) *Notice of Common Stock Change Event*. The Corporation will provide notice of each Common Stock Change Event to Holders as promptly as possible after the effective date of the Common Stock Change Event, together with a description in reasonable detail of material terms of the anticipated impact on the rights of the Holders.

10. ISSUANCE OF COMMON STOCK. Each share of Common Stock delivered upon conversion of the Convertible Preferred Stock of any Holder will be a newly issued share and will be duly authorized and validly issued, fully paid, non-assessable, free from preemptive rights and free of any lien or adverse claim (except to the extent of any lien or adverse claim created by the action or inaction of such Holder or the Person to whom such share of Common Stock will be delivered). If the Common Stock is then listed on any securities exchange, or quoted on any inter-dealer quotation system, then the Corporation will cause each such share of Common Stock, when so delivered, to be admitted for listing on such exchange or quotation on such system.

11. TAXES.

(a) The Corporation shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Convertible Preferred Stock (that are legally required to be paid by the Corporation) or shares of Common Stock or other securities issued on account of Convertible Preferred Stock pursuant hereto or certificates evidencing such shares or securities. However, in the case of conversion of Convertible Preferred Stock, the Corporation shall not be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Convertible Preferred Stock, shares of Common Stock or other securities to a beneficial owner other than the Holder of the Convertible Preferred Stock immediately prior to such conversion, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(b) All payments, dividends and distributions on, or in redemption of, or upon conversion of, the Convertible Preferred Stock shall be subject to withholding and backup withholding of tax to the extent required by law, and amounts withheld, if any, shall be paid over to the applicable governmental authority to the extent required by law and shall be treated as received by the applicable Holder of such Convertible Preferred Stock in respect of which such amounts were withheld. The Corporation shall have the right to take measures necessary to obtain cash to satisfy the Corporation's withholding requirements with respect to any non-cash, deemed or constructive payment, dividend or distribution to the Holders, including by retaining, selling or liquidating property of the applicable Holders held by the Corporation in its custody or over which it has control, including any stock deliverable upon conversion of any Convertible Preferred Stock or any cash

payable to the applicable Holder following such payment, dividend or distribution.

(c) The Corporation and each Holder agree not to treat the Convertible Preferred Stock as "preferred stock" within the meaning of Section 305(b)(4) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") and Treasury Regulations Section 1.305-5(a) or as "nonqualified preferred stock" within the meaning of Section 351(g)(2) of the Code on any tax return or in the conduct of any tax audit or similar proceeding, in each case, unless otherwise required by a determination within the meaning of Section 1313(a) of the Code.

12. CALCULATIONS.

(a) *Responsibility; Schedule of Calculations*. Except as otherwise provided in this Certificate of Designations, the Corporation will be responsible for making all calculations called for under this Certificate of Designations or the Convertible Preferred Stock, including determinations of the Conversion Rate, the Last Reported Sale Price and accumulated Dividends, whether or not declared, on the Convertible Preferred Stock. The Corporation will make all calculations in good faith. The Corporation will provide a schedule of such calculations to any Holder upon written request. If the Requisite Holders dispute any calculations called for under this Certificate of Designations or the Convertible Preferred Stock, if such dispute is not promptly resolved by discussion between the Requisite Holders and the Corporation, the Corporation shall submit the disputed issues to an independent outside accountant (reasonably acceptable to the requisite Holders) within fifteen (15) Business Days of receipt of notice of such dispute. The accountant, at the Corporation's expense, shall promptly audit the calculations and notify the holder of the results no later than fifteen (15) Business Days from the date it receives the disputed calculations. The accountant's calculation shall be deemed conclusive, absent manifest error.

(b) *Calculations Aggregated for Each Holder*. The composition of the Conversion Consideration due upon conversion of the Convertible Preferred Stock of any Holder will be computed based on the total number of shares of Convertible Preferred Stock of such Holder being converted on the Mandatory Conversion Date. For these purposes, any cash amounts due to such Holder in respect thereof will be rounded to the nearest cent.

13. BOOK-ENTRY FORM.

(a) The Convertible Preferred Stock shall be issued in the form of one or more permanent global shares of Convertible Preferred Stock in definitive, fully registered form eligible for book-entry settlement with the global legend as set forth on the form of Convertible Preferred Stock certificate attached hereto as **Exhibit A** (each, a "Global Preferred Certificate" and the shares of Convertible Preferred Stock represented by such Global Preferred Certificate, the "Global Preferred Shares"), which is hereby incorporated in and expressly made part of this Certificate of Designations. The Global Preferred Certificates may have notations, legends or endorsements required by law, stock exchange rules or agreements to which the Corporation is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Corporation). The Global Preferred Certificates shall be deposited on behalf of the Holders represented thereby with the Registrar, at its New York office as custodian for the Depositary, and registered in the name of the Depositary, duly

executed by the Corporation and countersigned and registered by the Registrar as hereinafter provided. The aggregate number of shares represented by each Global Preferred Certificate may from time to time be increased or decreased by adjustments made on the records of the Registrar and the Depositary or its nominee as hereinafter provided. The Corporation shall cause the Global Preferred Certificates to be deposited with the Registrar as custodian for the Depositary, and accepted for book-entry settlement by the Depositary, on or as promptly as practicable after the Initial Issue Date and shall use commercially reasonable efforts to maintain the eligibility of the Convertible Preferred Stock for clearance and settlement through the facilities of the Depositary at all times while any Convertible Preferred Stock remains outstanding.

This **Section 13** shall apply only to a Global Preferred Certificate deposited with or on behalf of the Depositary. The Corporation shall execute and the Registrar shall, in accordance with this **Section 13**, countersign and deliver any Global Preferred Certificate that (i) shall be registered in the name of Cede & Co. or other nominee of the Depositary and (ii) shall be delivered by the Registrar to Cede & Co. or pursuant to instructions received from Cede & Co. or held by the Registrar as custodian for the Depositary pursuant to an agreement between the Depositary and the Registrar. Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Certificate of Designations with respect to any Global Preferred Share held on their behalf by the Depositary or by the Registrar as the custodian of the Depositary, or under such Global Preferred Share, and the Depositary may be treated by the Corporation, the Registrar and any agent of the Corporation or the Registrar as the absolute owner of such Global Preferred Share for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Registrar or any agent of the Corporation or the Registrar from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Share. The Holder of the Global Preferred Shares may grant proxies or otherwise authorize any Person to take any action that a Holder is entitled to take pursuant to the Global Preferred Shares, this Certificate of Designations or the Certificate of Incorporation.

Owners of beneficial interests in Global Preferred Shares shall not be entitled to receive physical delivery of certificated shares of Convertible Preferred Stock, unless (x) the Depositary notifies the Corporation that it is unwilling or unable to continue as Depositary for the Global Preferred Shares and the Corporation does not appoint a qualified replacement for the Depositary within 90 days or (y) the Depositary ceases to be a "clearing agency" registered under the Exchange Act and the Corporation does not appoint a qualified replacement for the Depositary within 90 days. In any such case, the Global Preferred Certificates shall be exchanged in whole for definitive stock certificates that are not issued in global form, with the same terms and of an equal Liquidation Preference, and such definitive stock certificates shall be registered in the name or names of the Person or Persons specified by the Depositary in a written instrument to the Registrar.

(b) *Signatures*. Any authorized Officer shall sign each Global Preferred Certificate for the Corporation, in accordance with the Corporation's Bylaws and applicable

Delaware law, by manual, facsimile or electronic signature. If an Officer whose signature is on a Global Preferred Certificate no longer holds that office at the time the Registrar countersigned such Global Preferred Certificate, such Global Preferred Certificate shall be valid nevertheless. A Global Preferred Certificate shall not be valid until an authorized signatory of the Registrar manually countersigns such Global Preferred Certificate. Each Global Preferred Certificate shall be dated the date of its countersignature. The foregoing paragraph shall likewise apply to any certificate representing shares of Convertible Preferred Stock.

(c) If the Global Preferred Shares shall be listed on Nasdaq or any other stock exchange, the Depositary may, with the written approval of the Corporation, appoint a registrar (acceptable to the Corporation) for registration of such Global Preferred Shares in accordance with the requirements of such exchange. Such registrar (which may be the Registrar if so permitted by the requirements of such exchange) may be removed and a substitute registrar appointed by the Registrar upon the request or with the written approval of the Corporation.]

14. NOTICES. The Corporation will send all notices or communications to Holders pursuant to this Certificate of Designations in writing and delivered personally, by facsimile or e-mail (with confirmation of receipt requested from the recipient, in the case of e-mail), or sent by a nationally recognized overnight courier service guaranteeing next day delivery, to the Holders' respective addresses shown on the Register. Unless otherwise specified herein, all notices and communications hereunder shall be deemed to have been given upon the earlier of receipt thereof or three (3) Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, or by private courier service.

15. FACTS ASCERTAINABLE. When the terms of this Certificate of Designations refer to a specific agreement or other document to determine the meaning or operation of a provision hereof, the Secretary of the Corporation shall maintain a copy of such agreement or document at the principal executive offices of the Corporation and a copy thereof shall be provided free of charge to any Holder who makes a request therefor. The Secretary of the Corporation shall also maintain a written record of the Initial Issue Date, the number of shares of Convertible Preferred Stock issued to a Holder and the date of each such issuance, and shall furnish such written record free of charge to any Holder who makes a request therefor.

16. SEVERABILITY. If any term of the Convertible Preferred Stock set forth herein is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other terms set forth herein which can be given effect without the invalid, unlawful or unenforceable term will, nevertheless, remain in full force and effect, and no term herein set forth will be deemed dependent upon any other such term unless so expressed herein.

17. NO OTHER RIGHTS. The Convertible Preferred Stock will have no rights, preferences or voting powers except as provided in this Certificate of Designations or the Certificate of Incorporation or as required by applicable law.

EXHIBIT A

FORM OF SERIES A MANDATORILY CONVERTIBLE PREFERRED STOCK CERTIFICATE

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE CORPORATION OR THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE STATEMENT WITH RESPECT TO SHARES OF CONVERTIBLE PREFERRED STOCK. IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.]

New Fortress Energy Inc.

Series A Mandatorily Convertible Preferred Stock

Certificate No. [ ]

New Fortress Energy Inc., a Delaware corporation (the "Corporation"), certifies that [ ] is the registered owner of [ ] shares of the Corporation's Series A Mandatorily Convertible Preferred Stock (the "Convertible Preferred Stock") evidenced by this certificate (this "Certificate"). The special rights, preferences and voting powers of the Convertible Preferred Stock are set forth in the Certificate of Designations of the Corporation establishing the Convertible Preferred Stock (the "Certificate of Designations"). Capitalized terms used in this Certificate without definition have the respective meanings ascribed to them in the Certificate of Designations.

The shares of Convertible Preferred Stock are subject to restrictions on transfer set forth in the Certificate of Designations. The Corporation will give to the holder of Convertible Preferred Stock a copy of the Certificate of Designations then in effect without charge, promptly after receipt of a written request to the following address:

New Fortress Energy Inc.
111 W. 19th Street, 8th Floor
New York, New York, 10011
Attention: General Counsel

Additional terms of this Certificate are set forth on the other side of this Certificate.

[*The Remainder of This Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, New Fortress Energy Inc. has caused this instrument to be duly executed as of the date set forth below.

NEW FORTRESS ENERGY INC.

Date: _____

By: _____
Name:
Title:

TRANSFER AGENT'S COUNTERSIGNATURE

Equiniti Trust Company, LLC, as Transfer Agent, certifies that this Certificate evidences shares of Convertible Preferred Stock referred to in the within-mentioned Certificate of Designations.

Date: _____ By: __

Authorized Signatory

New Fortress Energy Inc.

Series A Mandatorily Convertible Preferred Stock

This Certificate evidences duly authorized, issued and outstanding shares of Convertible Preferred Stock. Notwithstanding anything to the contrary in this Certificate, to the extent that any provision of this Certificate conflicts with the provisions of the Certificate of Designations or the Certificate of Incorporation, the provisions of the Certificate of Designations or the Certificate of Incorporation, as applicable, will control.

Countersignature. This Certificate will not be valid until countersigned by the Transfer Agent.

Abbreviations. Customary abbreviations may be used in the name of a Holder or its assignee, such as TEN COM (tenants in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (custodian), and U/G/M/A (Uniform Gift to Minors Act).

* * *

To request a copy of the Certificate of Designations, which the Corporation will provide to any Holder at no charge, please send a written request to the following address:

New Fortress Energy Inc.
111 W. 19th Street, 8th Floor
New York, New York, 10011
Attention: General Counsel

ASSIGNMENT FORM

New Fortress Energy Inc.

Series A Mandatorily Convertible Preferred Stock

Subject to the terms of the Certificate of Designations, the undersigned Holder of the within Convertible Preferred Stock assigns to:

Name: _____

Address: _____

Social security or tax identification number _____

its Convertible Preferred Stock and all rights thereunder and irrevocably appoints:

as agent to transfer the Convertible Preferred Stock on the books of the Corporation. The agent may substitute another to act for him/her.

Date: _____

_____
(Legal Name of Holder)

_____
Name:
Title:

AMENDED AND RESTATED

BY-LAWS

OF

NEW FORTRESS ENERGY INC.

A Delaware Corporation

Effective September 11, 2026

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AMENDED AND RESTATED BY-LAWS (the "By-Laws")

OF

NEW FORTRESS ENERGY INC.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

1. Registered Office

. The registered office of the Corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the registered agent for service of process on the Corporation in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Corporation shall be located at 111 W. 19th Street, 8th Floor, New York, New York 10011 or such other place as the Board of Directors of the Corporation (the "Board of Directors") may from time to time designate by notice to the stockholders.

2. Other Offices

. The Corporation may maintain offices at such other place or places within or outside the State of Delaware as the Board of Directors determines to be necessary or appropriate.

ARTICLE II

MEETINGS OF STOCKHOLDERS

1. Place of Meetings

. The Board of Directors shall designate the place of meeting for any annual meeting or for any special meeting of the stockholders. The Board may, in its sole discretion, determine that meetings of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL") and Section 3.8 of Article III. If no designation is made, the place of meeting shall be the principal office of the Corporation.

2. Stockholder Actions

. All acts of stockholders to be taken hereunder, or under the Certificate of Incorporation of the Corporation, as amended from time to time (including by any certificate of designation in respect of any series of Preferred Shares of the Corporation, collectively, the "Certificate of Incorporation"), the DGCL or otherwise, shall be taken in the manner provided in this Article II or, with respect to the rights of holders of any series of Preferred Shares then outstanding, as

otherwise set forth in the applicable Share Designation (as defined in the Certificate of Incorporation).

3. Annual Meetings

. An annual meeting of the stockholders for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held at such time and place as the Board of Directors shall specify. Subject to the provisions of the DGCL or if otherwise authorized by the Board of Directors, and subject to such guidelines and procedures as the Board of Directors may adopt in accordance with the DGCL, stockholders and proxyholders not physically present at a meeting of stockholders may by means of remote communication participate in such meeting and be deemed present in person and vote at such meeting; provided that the Corporation shall implement reasonable measures to verify that each Person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, to provide such stockholders or proxyholders a reasonable opportunity to participate in the meeting and to record the votes or other action made by such stockholders or proxyholders. A failure to hold the annual meeting of the stockholders at the designated time or to elect a sufficient number of Directors to conduct the business of the Corporation shall not affect otherwise valid acts of the Corporation or work a forfeiture or dissolution of the Corporation. If the annual meeting for election of Directors is not held on the date designated therefor, the Directors shall cause the meeting to be held as soon as is convenient. If there is a failure to hold the annual meeting for a period of 30 days after the date designated for the annual meeting, or if no date has been designated, for a period of 18 months after the last annual meeting, the Court of Chancery of the State of Delaware (the "Court of Chancery") may summarily order a meeting to be held upon the application of any stockholder or Director. The Court of Chancery may issue such orders as may be appropriate, including orders designating the time and place of such meeting, the record date for determination of stockholders entitled to vote, and the form of notice of such meeting.

4. Special Meetings

. Unless otherwise required by law or by the Certificate of Incorporation, special meetings of the stockholders may be called only by the Chairman of the Board or a majority of the Board of Directors or a committee of the Board of Directors that has been duly designated by the Board of Directors and whose powers include the authority to call such meetings. Unless otherwise required by applicable law or by the Certificate of Incorporation (including any Share Designation with respect to any Preferred Shares then outstanding), no stockholders or group of stockholders, acting in its or their capacity as stockholders, shall have the right to call a special meeting of the stockholders.

5. Notice

. Notice, stating the place, day and hour of any annual or special meeting of the stockholders, as determined by the Board of Directors, and (a) in the case of a special meeting of the stockholders, the purpose or purposes for which the meeting is called, as determined by the Board of Directors if applicable, or (b) in the case of an annual meeting, those matters that the

Board of Directors, at the time of giving the notice, intends to present for action by the stockholders, shall be delivered by the Corporation not less than 10 calendar days nor more than 60 calendar days before the date of the meeting, in a manner and otherwise in accordance with Article VI to each Record Holder, as of the applicable Record Date for such meeting, of Shares entitled to vote at such meeting. Such further notice shall be given as may be required by Delaware law. The notice of any meeting of the stockholders at which Directors are to be elected shall include the name of any nominee or nominees who, at the time of the notice, the Board of Directors intends to present for election. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Any previously scheduled meeting of the stockholders may be postponed, and any special meeting of the stockholders may be canceled, by resolution of the Board of Directors upon public notice given prior to the date previously scheduled for such meeting of the stockholders. Any document enclosed with, annexed to, or appended to a notice shall be deemed part of such notice for purposes of determining whether notice was duly given.

6. Adjournments and Postponements

. Any meeting of the stockholders may be adjourned or postponed by the chairman of such meeting or by the Board of Directors from time to time, without the need for approval thereof by the stockholders to reconvene or convene, respectively, at the same or some other place. When a meeting is adjourned or postponed to another time or place (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are (i) announced at the meeting at which the adjournment is taken, (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (iii) set forth in accordance with Section 222(a) of the DGCL. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new Record Date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 213(a) of the DGCL, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the Record Date fixed for notice of such adjourned meeting. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.

7. Quorum

. Unless otherwise required by the DGCL or other applicable law or the Certificate of Incorporation, at any meeting of the stockholders, the holders of a majority of the Outstanding Voting Shares of the class or classes or series for which a meeting has been called represented in person or by proxy shall constitute a quorum of such class or classes or series unless any such action by the stockholders requires approval by holders of a greater percentage of Outstanding Voting Shares, in which case the quorum shall be such greater percentage. The submission of

matters to stockholders for approval and the election of Directors shall occur only at a meeting of the stockholders duly called and held in accordance with the Certificate of Incorporation and these By-Laws at which a quorum is present; provided, however, that the stockholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of Outstanding Voting Shares required under applicable law, the Certificate of Incorporation or these By-Laws. Any meeting of stockholders may be adjourned from time to time by the chairman of the meeting to another place or time, without regard to the presence of a quorum.

8. Voting and Other Rights

. Unless otherwise provided in the Certificate of Incorporation, each Outstanding Class A Share shall be entitled to one vote per Share on all matters submitted to stockholders for approval and in the election of Directors. All matters (including the election of Directors) submitted to stockholders for approval shall be determined by a majority of the votes cast affirmatively or negatively by stockholders holding Outstanding Voting Shares unless a greater percentage is required with respect to such matter under the DGCL, under the rules of any National Securities Exchange on which the Shares are listed or quoted for trading, or under the provisions of the Certificate of Incorporation (including any Share Designation) or these By-Laws, in which case the approval of stockholders holding Outstanding Voting Shares that in the aggregate represent at least such greater percentage shall be required. All elections of Directors will be by written ballots; if authorized by the Board of Directors, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission; provided that any such electronic transmission must either set forth or be submitted with information from which it can be reasonably determined that the electronic transmission was authorized by the stockholder or proxyholder. Only those Record Holders of Outstanding Voting Shares on the Record Date set pursuant to Section 2.12 of this Article II shall be entitled to notice of, and to vote at, a meeting of stockholders or to act with respect to matters as to which the holders of the Outstanding Voting Shares have the right to vote or to act. All references in these By-Laws to votes of, or other acts that may be taken by, the Outstanding Voting Shares shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Voting Shares on such Record Date. With respect to Outstanding Voting Shares that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Outstanding Voting Shares are registered, such other Person shall, in exercising the voting rights in respect of such Outstanding Voting Shares on any matter, and unless the arrangement between such Persons provides otherwise, vote such Outstanding Voting Shares in favor of, and at the direction of, the Person who is the beneficial owner, and the Corporation shall be entitled to assume it is so acting without further inquiry.

9. Proxies and Voting

. On any matter that is to be voted on by stockholders, the stockholders may vote in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law. Any such proxy shall be filed in accordance with the procedure established for the meeting. For purposes of these By-Laws, the term "electronic

transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process. Any copy, facsimile telecommunication, email or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication, email or other reproduction shall be a complete reproduction of the entire original writing or transmission.

10. Consent of Stockholders in Lieu of Meeting

. On any matter that is to be voted on, consented to or approved by stockholders, the stockholders may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing or in an electronic transmission, setting forth the action so taken, shall be signed by the stockholders having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all stockholders entitled to vote thereon were present and voted. A consent of the stockholders may be documented, signed and delivered in any manner permitted by Section 116 of the DGCL.

11. List of Stockholders Entitled to Vote

. The Corporation shall prepare, not later than the tenth (10th) day before each meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order, and show the address of each stockholder and the number of shares registered in the name of each stockholder; provided, that the Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of ten (10) days ending on the day before the meeting date (a) on a reasonably accessible electronic network; provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

12. Record Date

.

(a) For purposes of determining the stockholders entitled to notice of or to vote at a meeting of the stockholders, the Board of Directors may set a Record Date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be less than 10 nor more than 60 days before the date of the meeting (subject to compliance with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Shares are listed or quoted for

trading, in which case the rule, regulation, guideline or requirement of such exchange shall govern). If no Record Date is fixed by the Board of Directors, the Record Date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given. A determination of Record Holders entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment or postponement of the meeting; provided, however, that the Board of Directors may fix a new Record Date for the adjourned or postponed meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with Section 228(d) of the DGCL. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

13. Stock Ledger

. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by Section 2.11 of this Article II or the books and records of the Corporation, or to vote in person or by proxy at any meeting of stockholders. As used herein, the stock ledger of the Corporation shall refer to one or more records administered by or on behalf of the Corporation in which the names of all of the Corporation's stockholders of record, the address and number of Shares registered in the name of each such stockholder, and all issuances and transfer of stock of the Corporation are recorded in accordance with Section 224 of the DGCL.

14. Conduct of Meetings

. To the extent permitted by applicable law, the Board of Directors shall have full power and authority concerning the manner of conducting any meeting of the stockholders, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of this Article II, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The Board of Directors shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Corporation maintained by the Board of Directors. The Board of Directors may make such other regulations consistent with applicable law, the Certificate of Incorporation and these By-Laws as it may deem advisable concerning the conduct of any meeting of the stockholders, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote.

15. Inspectors of Election

. The Corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the Person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors.

16. Nomination of Directors

. Except to the extent otherwise provided in clause (3) of Article SIXTH of the Certificate of Incorporation with respect to vacancies or with respect to actions approved by written consent of the stockholders in accordance with Section 2.10 of Article II of these By-Laws, only persons who are nominated in accordance with the procedures set forth in Section 2.17 of Article II of these By-Laws shall be eligible for election as Directors of the Corporation, except as may be otherwise provided in any Share Designation with respect to the right of stockholders of any class of Shares to nominate and elect a specified number of Directors in certain circumstances.

17. Notice of Stockholder Business and Nominations

.

(a) Subject to clause (3) of Article SIXTH of the Certificate of Incorporation and Article III of these By-Laws and the stockholders' right to act by written consent pursuant to Section 2.10 of Article II of these By-Laws, nominations of Persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (i) pursuant to the Corporation's notice of meeting delivered pursuant to Section 2.5 of Article II of these By-Laws, (ii) by or at the direction of the Board of Directors, or (iii) by any holder of Outstanding Voting Shares who is entitled to vote at the meeting, who complied with the procedures set forth in paragraphs (b) or (c) of this Section 2.17 of Article II and who is a Record Holder of Outstanding Voting Shares at the time such notice is delivered to the Secretary of the Corporation.

(b) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.17(a)(iii) of Article II, (i) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, (ii) such business must be a proper matter for stockholder action under the Certificate of Incorporation, these By-Laws and the DGCL and (iii) such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's Outstanding Shares required under the Certificate of Incorporation, these By-Laws or Delaware law to carry any such proposal, or, in the case of a nomination or nominations, have solicited proxies from holders of Shares in support of the election of any proposed nominee in accordance with the requirements of Rule 14a-19(a)(3) of the Exchange Act. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) days nor more than one

hundred twenty (120) days prior to the anniversary of the date on which the Corporation first made publicly available (whether by mailing, by filing with the Commission or by posting on an internet web site) its proxy materials for the immediately preceding annual meeting of stockholders; provided, however, that if the annual meeting is called for a date that is more than thirty (30) days before or more than sixty (60) days after the anniversary of the previous year's annual meeting, notice by the stockholders in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which public disclosure of the date of the annual meeting is first made (which may be the date on which proxy materials for such meeting are first made publicly available, whether by mailing, by filing with the Commission or by posting on an internet web site). In no event shall the adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 2.17(b) of Article II. Such stockholder's notice shall set forth: (A) as to each Person whom the stockholder proposes to nominate for election or reelection as a Director (1) the name, age, business address and residence address of such Person, (2) the principal occupation or employment of such Person, (3) the class or series and number of all Shares of the Corporation which are owned beneficially or of record by such Person and any Affiliates or Associates of such Person, (4) the name of each nominee holder of Shares of the Corporation owned beneficially but not of record by such Person or any Affiliates or Associates of such Person, and the number of such Shares of the Corporation held by each such nominee holder, (5) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such Person or any Affiliates or Associates of such Person, with respect to Shares of the Corporation, (6) whether and the extent to which any other transaction, arrangement or understanding (including any short position or any borrowing or lending of Shares of the Corporation) has been made by or on behalf of such Person or any Affiliates or Associates of such Person, the effect or intent of any of the foregoing being to mitigate loss to or manage risk or benefit of the price changes of Shares of the Corporation for such Person or any Affiliates or Associates of such Person, or to increase or decrease the voting power or pecuniary or economic interest of such Person or any Affiliates or Associates of such Person with respect to Shares of the Corporation, (7) such Person's written representation and agreement that such Person (I) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any Person as to how such Person, if elected as a Director, will act or vote on any issue or question, (II) is not and will not become party to any agreement, arrangement or understanding with any Person other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed to the Corporation in such representation and agreement and (III) in such Person's individual capacity, would be in compliance, if elected as a Director, with all applicable publicly disclosed confidentiality, corporate governance, conflict of interest, Regulation FD, code of conduct and ethics and Share ownership and trading policies and guidelines of the Corporation, and (8) any other information relating to such Person that is required to be disclosed in solicitations of proxies for election of Directors, or is otherwise required, in each case, pursuant to Regulation 14A under the Exchange Act, including such Person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected and a written questionnaire (which questionnaire shall be in the form provided by the Corporation upon written request) delivered to the Secretary of the Corporation with respect to the background and qualification of such Person to serve as a Director and the background of any other Person on whose behalf the nomination is being made, (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend these By-Laws, the text of the proposed amendment), reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made, and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the

nomination or proposal is made, and each of their Affiliates and Associates, (1) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner or any Affiliates of such stockholder or beneficial owner, (2) the class or series and number of Shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, (3) the name of each nominee holder of Shares of the Corporation owned beneficially but not of record by such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, and the number of such Shares of the Corporation held by each such nominee holder, (4) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, with respect to Shares of the Corporation, (5) whether and the extent to which any other transaction, arrangement or understanding (including any short position or any borrowing or lending of Shares of the Corporation) has been made by or on behalf of such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, the effect or intent of any of the foregoing being to mitigate loss to or manage risk or benefit of the price changes of Shares of the Corporation for such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, or to increase or decrease the voting power or pecuniary or economic interest of such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner with respect to Shares of the Corporation, (6) a description of (I) in the case of any nomination, all agreements, arrangements or understandings (whether written or oral) between such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, and any proposed nominee for election as a Director, or any Affiliates or Associates of such proposed nominee, (II) all agreements, arrangements or understandings (whether written or oral) between such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, and any other Person or Persons (including their names) pursuant to which the nomination(s) or other business proposal(s) are being made by such stockholder, or otherwise relating to the Corporation or their ownership of Shares of the Corporation and (III) any material interest of such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, in such nomination or other business proposal, including any anticipated benefit therefrom to such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner, (7) a representation that the stockholder giving notice intends to appear in person or by proxy at the annual meeting to nominate the Person named or propose the business described in its notice, (8) any other information relating to such stockholder and such beneficial owner or any Affiliates or Associates of such stockholder or beneficial owner that is required to be disclosed in solicitations of proxies for election of Directors, or is otherwise required, in each case, pursuant to Regulation 14A under the Exchange Act, and (9) whether such stockholder and such beneficial owner or any Affiliates of such stockholder or beneficial owner intend, in the case of a proposal, to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's Outstanding Voting Shares required under the Certificate of Incorporation, these By-Laws or Delaware law to carry the proposal or, in the case of a nomination or nominations, to solicit proxies from holders of Shares in support of the election of any proposed nominee in accordance with the requirements of Rule 14a-19(a)(3) of the Exchange Act. The Corporation may also require each proposed nominee to furnish any other information (x) that may reasonably be requested by the Corporation to determine whether such Person would be independent under the listing standards of any stock exchange applicable to the Corporation, any applicable rules of the Commission and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Corporation's directors or (y) that could be material to a reasonable stockholder's understanding of independence and suitability, or lack thereof, of such Person. If requested by the Corporation, any supplemental information required pursuant to the

immediately preceding sentence shall be provided within five (5) Business Days after it has been requested by the Corporation.

(c) Notwithstanding anything in the second sentence of Section 2.17(b) of Article II to the contrary, if the number of Directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for Director or specifying the size of the increased Board of Directors made by the Corporation at least ninety (90) days prior to the anniversary of the date on which the Corporation first made publicly available (whether by mailing, by filing with the Commission or by posting on an internet web site) its proxy materials for the immediately preceding annual meeting of stockholders, then a stockholder's notice required by this Section 2.17 of Article II shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(d) Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting pursuant to Section 2.5 of this Article II. Subject to clause (3) of Article SIXTH of the Certificate of Incorporation, nominations of Persons for election to the Board of Directors may be made at a special meeting of stockholders at which Directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board of Directors, or (ii) by any holder of Outstanding Voting Shares who is entitled to vote at the meeting, who complies with the procedures set forth in paragraph (b) of this Section 2.17 of Article II and who is a Record Holder of Outstanding Voting Shares at the time such notice is delivered to the Secretary of the Corporation. Nominations by stockholders of Persons for election to the Board of Directors may be made at such a special meeting of stockholders if the stockholder's notice as required by Section 2.17(b) of Article II for an annual meeting shall be delivered to the Secretary of the Corporation not earlier than the ninetieth (90th) day prior to such special meeting and not later than the close of business on the later of the seventieth (70th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting.

(e) Except to the extent otherwise provided in clause (3) of Article SIXTH of the Certificate of Incorporation with respect to vacancies, and subject to the stockholders' right to act by written consent pursuant to Section 2.10 of Article II of these By-Laws, only Persons who are nominated in accordance with the procedures set forth in this Section 2.17 of Article II shall be eligible to serve as Directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.17 of Article II. Except as otherwise provided herein or required by law, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the procedures set forth in this Section 2.17 of Article II and, if any proposed nomination or business is not in compliance with this Section 2.17 of Article II, to declare that such defective proposal or nomination shall be disregarded.

(f) Notwithstanding the foregoing provisions of this Section 2.17 of Article II, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.17 of Article II. Nothing in this Section 2.17 of Article II shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(g) A stockholder providing notice of nomination or any other business proposed to be brought before any meeting of stockholders shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to Section 2.17(b) of Article II or Section 2.17(c) of Article II, as applicable, shall be true and correct as of the Record Date for such meeting and such update and supplement shall be delivered to or be mailed and received by the Secretary of the Corporation not later than five (5) Business Days after the Record Date for such meeting. Any information provided pursuant to this Section 2.17(g) of Article II shall not be deemed to cure any deficiencies or inaccuracies in a notice previously delivered pursuant to Section 2.17(b) of Article II or Section 2.17(c) of Article II, as applicable, and shall not extend the time period for the delivery of notice pursuant to the provisions thereof. If a stockholder fails to provide any update in accordance with the foregoing provisions of this Section 2.17(g) of Article II, the information as to which such written update relates may be deemed not to have been provided in accordance with Section 2.17 of Article II.

(h) Notwithstanding anything herein to the contrary, if (i) any stockholder or any beneficial owner provides notice pursuant to Rule 14a-19(b) under the Exchange Act with respect to any proposed nominee and (ii) such stockholder or beneficial owner (1) subsequently notifies the Corporation that such stockholder or beneficial owner no longer intends to solicit proxies in support of the election or reelection of such proposed nominee in accordance with Rule 14a-19(b) under the Exchange Act or (2) then fails to comply with the requirements of Rule 14a-19(a)(2) or Rule 14a-19(a)(3) under the Exchange Act, then the Corporation shall disregard any proxies solicited for such proposed nominee (subject to applicable law). Upon request by the Corporation, if any stockholder provides notice pursuant to Rule 14a-19(b) under the Exchange Act, such stockholder shall deliver to the Secretary, no later than five (5) Business Days prior to the applicable meeting date, reasonable evidence that the requirements of Rule 14a-19(a)(3) under the Exchange Act have been satisfied.

ARTICLE III

DIRECTORS

1. Duties and Powers

. Except as otherwise expressly provided in these By-Laws, the DGCL or the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. As provided in Article IV, the Board of Directors shall have the power and authority to appoint Officers of the Corporation. No stockholder, by virtue of its status as such, shall have any management power over the business and affairs of the Corporation or actual or apparent authority to enter into, execute or deliver contracts on behalf of, or to otherwise bind, the Corporation. Except as otherwise expressly provided in the DGCL or these By-Laws, in addition to the powers that now or hereafter can be granted to directors under the DGCL and to all other powers granted under any other provision of these By-Laws, the DGCL or the Certificate of Incorporation, the Board of Directors shall have full power and authority to do, and to direct the Officers to do, all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Corporation, to exercise all powers set forth in Article THIRD of the Certificate of Incorporation and to effectuate the purposes set forth in Article THIRD of the Certificate of Incorporation, including the following:

(a) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other

liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible into Shares, and the incurring of any other obligations;

(b) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Corporation;

(c) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Corporation or the merger or other combination of the Corporation with or into another Person (subject, however, to any prior approval of stockholders that may be required by the Certificate of Incorporation, these By-Laws or pursuant to applicable law);

(d) the use of the assets of the Corporation (including cash on hand) for any purpose consistent with the terms of the Certificate of Incorporation or these By-Laws, including the financing of the conduct of the operations of the Corporation and its Subsidiaries; the lending of funds to other Persons (including other Group Members); the repayment of obligations of the Corporation and its Subsidiaries; and the making of capital contributions to any stockholder of the Corporation or any of its Subsidiaries;

(e) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Corporation under contractual arrangements to all or particular assets of the Corporation);

(f) the declaration and payment of distributions of cash or other assets to stockholders;

(g) the selection and dismissal of officers, employees, agents, outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring, and the creation and operation of employee benefit plans, employee programs and employee practices;

(h) the maintenance of insurance for the benefit of the Company Group and the Indemnified Persons;

(i) the formation of, or acquisition or disposition of an interest in, and the contribution of property and the making of loans to, any limited or general partnership, joint venture, corporation, limited liability company or other entity or arrangement;

(j) the control of any matters affecting the rights and obligations of the Corporation, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or remediation, and the incurring of legal expense and the settlement of claims and litigation;

(k) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(l) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Shares from, or requesting that trading be suspended on, any such exchange;

(m) the issuance, sale or other disposition, and the purchase or other acquisition, of Shares or options, rights, warrants or appreciation rights relating to Shares;

(n) the undertaking of any action in connection with the Corporation's interest or participation in any Group Member;

(o) the registration of any offer, issuance, sale or resale of Shares or other securities issued or to be issued by the Corporation under the Securities Act and any other applicable securities laws (including any resale of Shares or other securities by stockholders or other securityholders); and

(p) the execution and delivery of agreements with Affiliates of the Corporation to render services to a Group Member.

2. Meetings

. The Board of Directors and any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. The Board of Directors may, by resolution, provide the time and place (if any) for the holding of regular meetings without any other notice than such resolution. Unless otherwise determined by the Board of Directors, the Secretary of the Corporation shall act as Secretary at all regular meetings of the Board of Directors and in the Secretary's absence a temporary Secretary shall be appointed by the chairman of the meeting. Special meetings of the Board of Directors may be called by the Chairman or any Co-Chairman of the Board, the Chief Executive Officer, or, upon a resolution adopted by the Board of Directors, by the Secretary on forty-eight (48) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

3. Organization

. The Board of Directors may elect one of its members as Chairman of the Board (the "Chairman of the Board"), or two or more of its members as Co-Chairmen of the Board (each, a "Co-Chairman of the Board"). At each meeting of the Board of Directors, the Chairman or any Co-Chairman of the Board or, in the absence of a Chairman or Co-Chairman of the Board, a Director chosen by a majority of the Directors present, shall act as chairman of the meeting. The Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors. In case the Secretary shall be absent from any meeting of the Board of Directors, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

4. Chairman of the Board of Directors

. The Chairman of the Board (a) shall not be the Chief Executive Officer of the Corporation and (b) shall be independent under the listing standards of any National Securities Exchange on which the Shares are listed or quoted for trading, any applicable rules of the Commission and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Corporation's Directors. If elected, the Chairman of the Board or any Co-Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and shall have such other powers and duties as designated in the Certificate of

Incorporation and these By-Laws and as from time to time may be assigned to him, her or them by the Board of Directors.

5. Resignations and Removals of Directors

. Any Director may resign as a member of the Board of Directors or any committee thereof at any time by giving notice of such Director's resignation in writing or by electronic transmission to the Chairman or any Co-Chairman of the Board, if there be one, the Chief Executive Officer or the Secretary of the Corporation and, in the case of a committee, to the chairman of such committee, if there be one. Any such resignation shall take effect at the time specified therein, or if the time when it shall become effective shall not be specified therein, then it shall take effect immediately upon its receipt by the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In an uncontested election for Directors, any incumbent Director who fails to be reelected shall promptly submit an offer to resign from the Board of Directors, to be accepted or rejected by the Board of Directors. Except as otherwise required by applicable law and subject to the rights, if any, of the holders of Preferred Shares then outstanding, any Director or the entire Board of Directors may be removed from office at any time, with or without cause, by the affirmative vote of a Share Majority. Any Director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors. The vacancy in the Board of Directors caused by any such resignation or removal shall be filled by the Board of Directors as provided in clause (3) of Article SIXTH of the Certificate of Incorporation.

6. Quorum

. Except as otherwise required by law, the Certificate of Incorporation, these By-Laws or the rules and regulations of any National Securities Exchange on which the Shares are listed or quoted for trading, (a) at all meetings of the Board of Directors, a majority of the then total number of Directors in office shall constitute a quorum for the transaction of business, (b) at all meetings of any committee of the Board of Directors, the presence of a majority of the total number of members of such committee (assuming no vacancies) shall constitute a quorum and (c) the act of a majority of the Directors or committee members present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as the case may be. If a quorum shall not be present at any meeting of the Board of Directors or any committee, a majority of the Directors or members, as the case may be, present thereat may adjourn the meeting from time to time without further notice other than announcement at the meeting.

7. Actions of the Board by Written Consent

. Unless otherwise provided in the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting by the Board of Directors or any committee thereof, as the case may be, may be taken without a meeting if all the members of the Board of Directors or of such committee, as the case may be, consent thereto in writing or writings or electronic transmission or transmissions. A consent may be documented, signed and delivered in any manner permitted by Section 116 of the DGCL. Any person, whether or not then a Director, may provide, through instruction to an agent or otherwise, that a consent to action will be

effective at a future time (including a time determined upon the happening of an event) no later than sixty (60) days after such instruction is given or such provision is made and such consent shall be deemed to have been given at such effective time so long as such person is then a Director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors, or the committee thereof, in the same paper or electronic form as the minutes are maintained.

8. Meetings by Means of Conference Telephone

. Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

9. Committees

. The Board of Directors may, by resolution or resolutions passed by a majority of the then total number of members of the Board of Directors, designate one or more other committees consisting of one or more Directors of the Corporation, which, to the extent permitted by law and provided in such resolution or resolutions, shall have and may exercise, subject to the provisions of these By-Laws, the DGCL and the Certificate of Incorporation, the powers and authority of the Board of Directors granted hereunder; but no such committee shall have the power to fill vacancies in the Board of Directors or any committee or in their respective membership, to approve or adopt, or recommend to the stockholders, any action or matter, other than the election or removal of Directors, expressly required by these By-Laws, the DGCL or the Certificate of Incorporation to be submitted to stockholders for their approval, or to authorize the issuance of Shares, except that such a committee may, to the extent provided in such resolutions and subject to the provisions of these By-Laws, the DGCL and the Certificate of Incorporation (including any Share Designation), (a) grant and authorize options and other rights with respect to the Shares pursuant to and in accordance with any plan or authorizing resolutions approved by the Board of Directors and (b) function as the pricing committee with respect to any offering of Shares authorized by the Board of Directors. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any National Securities Exchange on which the Shares are listed or quoted for trading. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. A majority of all the members of any such committee may determine its action and fix the time and place, if any, of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power to change the members of any such committee at any time to fill vacancies, and to discharge any such committee, either with or without cause, at any time. The Secretary of the Corporation shall act as Secretary of any committee, unless otherwise provided by the Board of Directors or the committee. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, or if none be so appointed the member or

members thereof present at any meeting and not disqualified from voting, whether or not such member or members or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall keep regular minutes of its meetings and proceedings and report the same to the Board of Directors at the next meeting thereof.

10. Remuneration

. The Board of Directors or a duly authorized committee thereof may establish reasonable remuneration for any Director's services as a member of the Board of Directors (including for service on any committee of the Board of Directors) at any time and from time to time by resolution. The Board of Directors may also likewise provide that the Corporation shall reimburse each Director for any reasonable and documented expenses actually paid by such Director on account of such Director's attendance at any meeting. Nothing in this Section 3.10 of Article III shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving remuneration therefor.

11. Interested Directors

. Except for a controlling stockholder transaction, which shall be subject to Section 144(b) or (c) of the DGCL, as applicable, an act or transaction involving or between the Corporation, or one or more of the Corporation's subsidiaries, on the one hand, and one or more of the Corporation's Directors or Officers, on the other hand, or involving or between the Corporation or one or more of the Corporation's subsidiaries, on the one hand, and any other corporation, partnership (general or limited), limited liability company, statutory trust, association, or any other entity or organization in which one or more of its Directors or Officers are directors, stockholders, partners, managers, members, or officers, or have a financial interest, on the other hand, may not be the subject of equitable relief, or give rise to an award of damages, against a Director or Officer of the Corporation because of the foregoing circumstances or the receipt of any benefit by any such Director, Officer, entity, or organization or because the Director or Officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the act or transaction or was involved in the initiation, negotiation, or approval of the act or transaction (including by virtue of a Director's vote being counted for such purpose), if: (a) the material facts as to the Director's or Officer's relationship or interest and as to the act or transaction, including any involvement in the initiation, negotiation, or approval of the act or transaction, are disclosed or are known to all members of the Board of Directors or a committee of the Board of Directors, and the Board of Directors or committee in good faith and without gross negligence authorizes the act or transaction by the affirmative votes of a majority of the disinterested Directors then serving on the Board of Directors or such committee (as applicable), even though the disinterested Directors be less than a quorum; provided that if a majority of the Directors are not disinterested Directors with respect to the act or transaction, such act or transaction shall be approved (or recommended for approval) by a committee of the Board of Directors that consists of two or more Directors, each of whom the Board of Directors has determined to be a disinterested Director with respect to the act or transaction; or (b) the act or transaction is approved or ratified by an informed, uncoerced, affirmative vote of a majority of

the votes cast by the disinterested stockholders; or (c) the act or transaction is fair as to the Corporation and the Corporation's stockholders as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes such contract or transaction.

ARTICLE IV

OFFICERS

1. General

. The Board of Directors shall have the power and authority to appoint such officers with such titles, authority and duties as determined by the Board of Directors. Such Persons so designated by the Board of Directors shall be referred to as "Officers." Unless provided otherwise by resolution of the Board of Directors, the Officers shall have the titles, power, authority and duties described below in this Article IV. The Officers of the Corporation may include a Chief Executive Officer, a Chief Financial Officer, a Chief Operating Officer, one or more Presidents or Co-Presidents, one or more Vice Presidents (who may be further classified by such descriptions as "executive," "senior," "assistant" or otherwise, as the Board of Directors shall determine), a Secretary, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of stockholders and as necessary to fill vacancies. Each Officer shall hold office until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. Any number of offices may be held by the same Person. The compensation of Officers elected by the Board of Directors shall be fixed from time to time by the Board of Directors or by such Officers as may be designated by resolution of the Board of Directors.

2. Resignation and Removal

. Any Officer may resign at any time upon written notice to the Corporation, and such resignation shall be effective upon receipt unless it is specified to be effective at a later time. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. Any Officer, agent or employee of the Corporation may be removed by the Board of Directors with or without cause at any time. The Board of Directors hereby also delegates the power of removal as to Officers, agents and employees who have not been appointed by the Board of Directors to the Chairman of the Board. Such removal shall be without prejudice to a Person's contract rights, if any, but the appointment of any Person as an Officer, agent or employee of the Corporation shall not of itself create contract rights.

3. Voting Securities Owned by the Corporation

. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, any President or Co-President, the Chief Financial Officer, the Chief Operating Officer or any other

Officer of the Corporation authorized by the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of members of or with respect to any action of equity holders of any other entity in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other entities.

4. Chief Executive Officer

. Subject to the control and oversight of the Board of Directors, the Chief Executive Officer shall have general executive charge, management and control of the properties, day-to-day business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he or she may employ and discharge employees and agents of the Corporation except such as shall be appointed by the Board of Directors, and he or she may delegate these powers; he or she may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation, and shall have such other powers and duties as designated in accordance with the Certificate of Incorporation and these By-Laws and as from time to time may be assigned to him or her by the Board of Directors.

5. Senior Officers

. Unless the Board of Directors otherwise determines, the Chief Financial Officer, Chief Operating Officer and every President and Co-President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation. Unless the Board of Directors otherwise determines, in the absence of the Chairman of the Board or any Co-Chairman of the Board or if there be no Chairman of the Board or Co-Chairman of the Board, the Board of Directors may designate the Chief Financial Officer, Chief Operating Officer or a President or Co-President to preside at all meetings of the stockholders and (should he or she be a Director) of the Board of Directors. The Chief Financial Officer, Chief Operating Officer and each President and Co-President shall have such other powers and duties as designated in accordance with the Certificate of Incorporation and these By-Laws and as from time to time may be assigned to him or her by the Board of Directors. In the absence of a Chief Financial Officer, Chief Operating Officer, President or Co-President or in the event of an inability or refusal of the Chief Financial Officer, Chief Operating Officer and all Presidents and Co-Presidents to act, a Vice President designated by the Board of Directors shall perform the duties of a President, and when so acting shall have all the powers of and be subject to all the restrictions upon a President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of a President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of uninterrupted time as a Vice President of the Corporation shall so act. A Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. Unless otherwise provided by the Board of Directors, each Vice President will have authority to act within his or her respective areas and to sign contracts relating thereto.

6. Treasurer and Assistant Treasurer

. The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation and shall have such other powers and duties as designated in the Certificate of Incorporation and these By-Laws and as from time to time may be assigned to the Treasurer by the Board of Directors. The Treasurer shall perform all acts incident to the position of Treasurer, subject to the control of the Chief Executive Officer, the Chief Financial Officer and the Board of Directors. Each Assistant Treasurer shall have the usual powers and duties pertaining to his or her office, together with such other powers and duties as designated in the Certificate of Incorporation and these By-Laws and as from time to time may be assigned to him or her by the Chief Executive Officer, the Chief Financial Officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that Officer's absence or inability or refusal to act. An Assistant Treasurer shall also perform such other duties as the Treasurer or the Board of Directors may assign to him or her.

7. Secretary and Assistant Secretary

. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. The Secretary shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe. In the absence or inability to act of the Secretary, any Assistant Secretary may perform all the duties and exercise all the powers of the Secretary. The performance of any such duty shall, in respect of any other Person dealing with the Corporation, be conclusive evidence of his or her power to act. An Assistant Secretary shall also perform such other duties as the Secretary or the Board of Directors may assign to him or her.

8. Other Officers

. The Board of Directors may from time to time delegate the powers or duties of any Officer to any other Officers or agents, notwithstanding any provision hereof.

ARTICLE V

STOCK

1. Certificates

. Notwithstanding anything to the contrary herein, unless the Board of Directors shall determine otherwise in respect of some or all of any or all classes of Shares, Shares shall not be evidenced by certificates. Certificates that are issued shall be executed on behalf of the Corporation by the Chairman of the Board, President, Chief Executive Officer or any Executive Vice President or Vice President and the Chief Financial Officer or the Secretary or any Assistant Secretary of the Corporation. No Certificate for a class of Shares shall be valid for any purpose until it has been countersigned by the Transfer Agent for such class of Shares; provided, however, that if the Board of Directors elects to cause the Corporation to issue Shares of such class in global form, the Certificate shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Shares have been duly registered in accordance with the directions of the Corporation. The Shares of the Corporation shall be entered in the books of the Corporation as they are issued and shall exhibit the holder's name and number of Shares. The Shares of the Corporation shall be

transferred on the books of the Corporation, which may be maintained by a third-party registrar or the Transfer Agent, by the holder thereof in person or by his attorney, upon surrender for cancellation of certificates for at least the same number of Shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require or upon receipt of proper transfer instructions from the registered holder of uncertificated Shares and upon compliance with appropriate procedures for transferring Shares in uncertificated form, at which time the Corporation shall issue a new certificate to the person entitled thereto (if the Shares are then represented by certificates), cancel the old certificate and record the transaction upon its books.

2. Signatures

. Each certificated Share shall be signed by, or in the name of, the Corporation by any two authorized officers of the Corporation, certifying the number of shares owned by such stockholder in the Corporation. In case any officer, the Transfer Agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The use of facsimile signatures affixed in the name and on behalf of the transfer agent and registrar of the Corporation on certificates representing Shares is expressly permitted by these By-Laws.

3. Lost or Mutilated Certificates

. If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate Officers on behalf of the Corporation shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and class or series of Shares as the Certificate so surrendered. The appropriate Officers on behalf of the Corporation shall execute, and the Transfer Agent shall countersign and deliver, a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate: (a) makes proof by affidavit, in form and substance satisfactory to the Corporation, that a previously issued Certificate has been lost, destroyed or stolen; (b) requests the issuance of a new Certificate before the Corporation has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim; (c) if requested by the Corporation, delivers to the Corporation a bond, in form and substance satisfactory to the Corporation, with surety or sureties and with fixed or open penalty as the Corporation may direct to indemnify the Corporation and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and (d) satisfies any other reasonable requirements imposed by the Corporation. If a stockholder fails to notify the Corporation within a reasonable time after he has notice of the loss, destruction or theft of a Certificate, and a transfer of the Shares represented by the Certificate is registered before the Corporation or the Transfer Agent receives such notification, the stockholder shall be precluded from making any claim against the Corporation or the Transfer Agent for such transfer or for a new Certificate. As a condition to the issuance of any new Certificate under this Section 5.3 of Article V, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may

be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

4. Transfer of Shares

. The Board of Directors shall have the power and authority to make all such rules and regulations concerning the issue, transfer and registration or the replacement of certificates for Shares of the Corporation to the extent permitted by applicable law. The Corporation may enter into additional agreements with stockholders to restrict the transfer of Shares of the Corporation in any manner not prohibited by the DGCL.

5. Settlement of Transactions

. Nothing contained in these By-Laws shall preclude the settlement of any transactions involving Shares entered into through the facilities of any National Securities Exchange on which such Shares are listed or quoted for trading.

6. Dividend Record Date

. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

7. Record Owners

. The Corporation shall be entitled to recognize the Record Holder as the owner of a Share and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Share on the part of any other Person, regardless of whether the Corporation shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Shares are listed or quoted for trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Shares, as between the Corporation on the one hand, and such other Persons on the other, such representative Person shall be the Record Holder of such Shares.

8. Splits and Combinations

.

(a) Subject to the provisions of the DGCL, the Corporation may make a pro rata distribution of Shares of any class or series to all Record Holders of such class or series of Shares, or may effect a subdivision or combination of Shares of any class or series so long as,

after any such event and subject to the effect of Section 5.8(d) of Article V, each stockholder shall have the same proportionate ownership of such class or series of Shares of capital stock of the Corporation as before such event, and any amounts calculated on a per Share basis or stated as a number of Shares are proportionately adjusted.

(b) Whenever such a distribution, subdivision or combination of Shares is declared, the Board of Directors shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least twenty (20) days prior to such Record Date to each Record Holder as of a date not more than ten (10) days prior to the date of such notice.

(c) Promptly following any such distribution, subdivision or combination, the Corporation may issue Certificates to the Record Holders of Shares as of the applicable Record Date representing the new number of Shares held by such Record Holders, or the Board of Directors may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Shares Outstanding, the Corporation shall require, as a condition to the delivery to a Record Holder of such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Corporation shall not issue fractional Shares upon any distribution, subdivision or combination of Shares.

ARTICLE VI

NOTICES

1. Notices

. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given in accordance with Section 232 of the DGCL, and such notice shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at such meeting, if such date is different from the record date for determining stockholders entitled to notice of such meeting and, in the case of a special meeting of stockholders, the purpose or purposes for which the meeting is called. Unless otherwise required by law, notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of such meeting. Any document enclosed with, annexed to, or appended to a notice of meeting shall be deemed part of such notice for purposes of determining whether notice was duly given.

2. Waivers of Notice

. Whenever notice to the stockholders is required to be given under applicable law, the Certificate of Incorporation or these By-Laws, a written waiver, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a Person at any such meeting of the stockholders in person or represented by proxy, shall constitute a waiver of notice of such meeting, except when the Person attends a

meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice unless so required by law, the Certificate of Incorporation or these By-Laws. All waivers and approvals shall be filed with the Corporation records or made part of the minutes of the meeting.

ARTICLE VII

GENERAL PROVISIONS

1. Disbursements

. All checks or demands for money and notes of the Corporation shall be signed by such Officer or Officers or such other Person or Persons as the Board of Directors may from time to time designate.

2. Fiscal Year

. The fiscal year of the Corporation shall be a calendar year ending December 31, unless otherwise determined by the Board of Directors.

3. Corporate Seal

. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

4. Title to Corporation Assets

. Title to Corporation assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Corporation as an entity, and no stockholder, Director or Officer, individually or collectively, shall have any ownership interest in such Corporation assets or any portion thereof. Title to any or all of the Corporation assets may be held in the name of the Corporation or one or more nominees, as the Board of Directors may determine. All Corporation assets shall be recorded as the property of the Corporation in its books and records, irrespective of the name in which record title to such Corporation assets is held.

5. Construction

. Unless the context requires otherwise: (a) any pronoun used in these By-Laws shall include the corresponding masculine, feminine or neuter forms; (b) references to Articles and Sections refer to Articles and Sections of these By-Laws; and (c) the term “include” or “includes” means includes, without limitation, and “including” means including, without limitation.

6. Formation

. The Corporation has been converted to, and incorporated as, a corporation pursuant to the provisions of the DGCL. Except as expressly provided to the contrary in the Certificate of Incorporation or these By-Laws, the rights, duties, liabilities and obligations of the stockholders and the administration, dissolution and termination of the Corporation shall be governed by the DGCL. All Shares shall constitute personal property of the owner thereof for all purposes and a stockholder has no interest in specific Corporation property.

7. Records and Accounting

. The Board of Directors shall keep or cause to be kept at the principal office of the Corporation appropriate books and records with respect to the Corporation's business, including all books and records necessary to provide to the stockholders any information required to be provided pursuant to these By-Laws or under applicable law. Any books and records maintained by or on behalf of the Corporation in the regular course of its business, including the record of the stockholders, books of account and records of Corporation proceedings, may be kept on, or by means of, or be in the form of any information storage device, method, or one (1) or more electronic networks or databases; provided that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Corporation shall be maintained, for tax and financial reporting purposes, on an accrual basis in accordance with U.S. generally accepted accounting principles.

8. Reports

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(a) As soon as practicable, but in no event later than one hundred and twenty (120) days after the close of each fiscal year of the Corporation, the Board of Directors shall use commercially reasonable efforts to cause to be mailed or made available to each Record Holder of a Share, as of a date selected by the Board of Directors, an annual report containing financial statements of the Corporation for such fiscal year of the Corporation, presented in accordance with U.S. generally accepted accounting principles, including a balance sheet and statements of operations, equity and cash flows, such statements to be audited by a registered public accounting firm selected by the Board of Directors.

(b) As soon as practicable, but in no event later than ninety (90) days after the close of each Quarter except the last Quarter of each fiscal year, the Board of Directors shall use commercially reasonable efforts to cause to be mailed or made available to each Record Holder of a Share, as of a date selected by the Board of Directors, a report containing unaudited financial statements of the Corporation and such other information as may be required by applicable law, regulation or rule of any National Securities Exchange on which the Shares are listed or quoted for trading, or as the Board of Directors determines to be necessary or appropriate.

(c) The Corporation shall be deemed to have made a report available to each Record Holder as required by this Section 7.8 of Article VII if it has either (i) filed such report with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such report is publicly available on such system or (ii) made such report available on any publicly available website maintained by the Corporation.

9. Invalidity of Provisions

. If any provision of these By-Laws is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby and these By-Laws shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

10. Definitions

. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in these By-Laws.

(a) "Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by or is under common Control with the Person in question. As used herein, the term "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

(b) "Associate" shall have the meaning set forth in Rule 12b-2 under the Exchange Act.

(c) "Beneficial owner" or "beneficially owned" shall have the meaning set forth in Section 13(d) of the Exchange Act, and "owned beneficially" shall have the correlative meaning.

(d) "Business Day" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of New York shall not be regarded as a Business Day.

(e) "Certificate" means a certificate in such form as may be adopted by the Board of Directors, issued by the Corporation evidencing ownership of one or more Shares.

(f) "Class A Share" shall have the same meaning as set forth in the Certificate of Incorporation.

(g) "Commission" means the United States Securities and Exchange Commission.

(h) "Company Group" means the Corporation and each Subsidiary of the Corporation.

(i) "Director" means a member of the Board of Directors of the Corporation.

(j) "Exchange Act" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

(k) "Governmental Entity" means any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof.

(l) "Group Member" means a member of the Company Group.

(m) "Indemnified Person" means (a) any Person who is or was a Director or Officer of the Corporation or its predecessor, (b) any Person who is or was serving at the request of the Corporation or its predecessor as an officer, director, member, manager, partner, fiduciary or trustee of another Person (including any Subsidiary); provided that a Person shall not be an Indemnified Person by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services and (c) any Person the Board of Directors designates as an "Indemnified Person" for purposes of these By-Laws following the effectiveness of these By-Laws.

(n) "National Securities Exchange" means an exchange registered with the Commission under Section 6(a) of the Exchange Act.

(o) "Outstanding" means, with respect to Shares, all Shares that are issued by the Corporation and reflected as outstanding on the Corporation's books and records as of the date of determination.

(p) "Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, Governmental Entity or other entity.

(q) "Preferred Shares" shall have the same meaning as set forth in the Certificate of Incorporation.

(r) "Quarter" means, unless the context requires otherwise, a fiscal quarter of the Corporation.

(s) "Record Date" means the date established by the Board of Directors for determining (i) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of stockholders or entitled to exercise rights in respect of any lawful action of stockholders or (ii) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

(t) "Record Holder" or "holder" means (a) with respect to any Class A Shares, the Person in whose name such Shares are registered on the books of the Transfer Agent as of the opening of business on a particular Business Day, and (b) with respect to any Shares of any other class, the Person in whose name such Shares are registered on the books that the Corporation has caused to be kept as of the opening of business on such Business Day.

(u) "Securities Act" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

(v) "Share" shall have the same meaning as set forth in the Certificate of Incorporation.

(w) "Share Majority" means a majority of the total votes that may be cast in the election of Directors by holders of all Outstanding Voting Shares.

(x) "Subsidiary" shall have the same meaning as set forth in the Certificate of Incorporation.

(y) "transfer" means, with respect to a Share, a transaction by which the Record Holder of a Share assigns such Share to another Person who is or becomes a stockholder, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(z) "Transfer Agent" means, with respect to any class of Shares, such bank, trust company or other Person (including the Corporation or one of its Affiliates) as shall be appointed from time to time by the Corporation to act as registrar and transfer agent for such class of Shares; provided that if no Transfer Agent is specifically designated for such class of Shares, the Corporation shall act in such capacity.

(aa) "Voting Shares" means the Class A Shares, the Preferred Shares, and any other class of Shares that entitles the Record Holder thereof to vote on any matter submitted for consent or approval of stockholders pursuant to the DGCL, these By-Laws or the Certificate of Incorporation (including any Share Designation).

ARTICLE VIII

INDEMNIFICATION

1. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation

. Subject to Section 8.3 of Article VIII, the Corporation shall indemnify any Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of his or her status as such against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding if such Indemnified Person acted in good faith and in a manner such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnified Person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnified Person's conduct was unlawful.

2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation

. Subject to Section 8.3 of Article VIII, the Corporation shall indemnify any Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of his or her status as such against expenses (including attorneys' fees) actually and reasonably

incurred by such Indemnified Person in connection with the defense or settlement of such action or suit if such Indemnified Person acted in good faith and in a manner such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such Indemnified Person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

3. Authorization of Indemnification

. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnified Person is proper in the circumstances because such Indemnified Person has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of Article VIII, as the case may be. Such determination shall be made, with respect to an Indemnified Person who is a Director or Officer at the time of such determination, (a) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, (b) by a committee of such Directors designated by a majority vote of such Directors, even though less than a quorum, or (c) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion or (d) by the stockholders. Such determination shall be made, with respect to any other Indemnified Person, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that an Indemnified Person has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such Indemnified Person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection therewith, without the necessity of authorization in the specific case.

4. Good Faith Defined

. For purposes of any determination under Section 8.3 of Article VIII, an Indemnified Person shall be deemed to have acted in good faith and in a manner such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such Indemnified Person's conduct was unlawful, if such Indemnified Person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such Indemnified Person by the Officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 8.4 of Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which an Indemnified Person may be deemed to have met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of Article VIII, as the case may be.

5. Indemnification by a Court

. Notwithstanding any contrary determination in the specific case under Section 8.3 of Article VIII, and notwithstanding the absence of any determination thereunder, any Indemnified Person may apply to the Court of Chancery or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 8.1 or Section 8.2 of Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the Indemnified Person is proper in the circumstances because such Indemnified Person has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 8.3 of Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the Indemnified Person seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 8.5 of Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the Indemnified Person seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

6. Expenses Payable in Advance

. Expenses (including attorneys' fees) incurred by an Indemnified Person in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including attorneys' fees) incurred by Indemnified Persons that are former Directors or Officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

7. Nonexclusivity of Indemnification and Advancement of Expenses

. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these By-Laws, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in such Indemnified Person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the Persons specified in Section 8.1 and Section 8.2 of Article VIII shall be made to the fullest extent permitted by law. The right to indemnification or to advancement of expenses arising under a provision of the Certificate of Incorporation or these By-laws shall not be eliminated or impaired by an amendment to or repeal or elimination of a provision of the Certificate of Incorporation or these By-laws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act

or omission has occurred. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any Person who is not specified in Section 8.1 or Section 8.2 of Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL, or otherwise.

8. Insurance

. The Corporation may purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against such Indemnified Person and incurred by such Indemnified Person in any capacity as an Indemnified Person, or arising out of such Person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such Person against such liability under the provisions of this Article VIII.

9. Certain Definitions

. For purposes of this Article VIII, references to the "Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any Person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such Person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such Person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a Person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a Director, Officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director or Officer with respect to an employee benefit plan, its participants or beneficiaries; and a Person who acted in good faith and in a manner such Person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

10. Survival of Indemnification and Advancement of Expenses

. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a Person.

11. Limitation on Indemnification

. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 8.5 of Article VIII), the Corporation shall not be obligated to indemnify any Indemnified Person (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such Person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

12. Indemnification of Employees and Agents

. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to Indemnified Persons.

13. Indemnification with Respect to Employee Benefit Plans

. Any liabilities which an Indemnified Person incurs as a result of acting on behalf of the Corporation (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties assessed by the Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise) shall be treated as liabilities indemnifiable under this Article VIII, to the maximum extent permitted by law.

ARTICLE IX

FORUM FOR ADJUDICATION OF CERTAIN DISPUTES

1. Forum for Adjudication of Certain Disputes

.

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery shall, to the fullest extent permitted by applicable law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any current or former Director, Officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any current or former Director or Officer or other employee of the Corporation arising pursuant to any provision of the DGCL, the Certificate of Incorporation or these By-Laws (each, as in effect from time to time), or (iv) any action asserting a claim against the Corporation or any current or former Director or Officer or other employee of the Corporation governed by the internal affairs doctrine, in each such case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein; provided, however, that, in the event that the Court of Chancery lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless

the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, as amended. Any person or entity purchasing or otherwise acquiring any interest in Shares of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.1 of Article IX.

(b) If any provision or provisions of this Section 9.1 of Article IX shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Section 9.1 of Article IX (including, without limitation, each portion of any sentence of this Section 9.1 of Article IX containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

(c) To the fullest extent permitted by law, if any action the subject matter of which is within the scope of Section 9.1(a) of Article IX is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 9.1(a) of Article IX (an "FSC Enforcement Action") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

ARTICLE X

AMENDMENTS

1. General

. Except as provided in the Certificate of Incorporation or Sections 10.2, 10.3 and 10.4 of Article X, the Board of Directors may amend any of the terms of these By-Laws but only in compliance with the terms, conditions and procedures set forth in this Section 10.1 of Article X. If the Board of Directors desires to amend any provision of these By-Laws other than pursuant to Section 10.3 of Article X, then it shall first adopt a resolution setting forth the amendment proposed, declaring its advisability, and then (a) call a special meeting of the stockholders entitled to vote in respect thereof for the consideration of such amendment, (b) direct that the amendment proposed be considered at the next annual meeting of the stockholders in accordance with these By-Laws or (c) seek the written consent of the stockholders. Such special or annual meeting shall be called and held upon notice in accordance with these By-Laws. The notice shall set forth such amendment in full or a brief summary of the changes to be effected thereby, as the Board of Directors shall deem advisable. At the meeting, a vote of stockholders entitled to vote thereon shall be taken for and against the proposed amendment. A proposed amendment shall be effective upon its approval by a Share Majority, unless a greater percentage is required under the Certificate of Incorporation (including any Share Designation), these By-Laws, applicable law or the rules and regulations of any National Securities Exchange on which the Shares are listed or quoted for trading.

2. Super-Majority Amendments

. Notwithstanding Section 10.1 of Article X, the affirmative vote of the holders of Outstanding Voting Shares representing at least two-thirds of the total votes that may be cast by all Outstanding Voting Shares in the election of Directors, voting together as a single class, shall be required to alter or amend any provision of this Section 10.2 or Section 10.4(b) of Article X.

3. Amendments to be Adopted Solely by the Board of Directors

. Notwithstanding Section 10.1 of Article X, the Board of Directors, without the approval of any stockholder, may amend any provision of these By-Laws, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Corporation, the location of the principal place of business of the Corporation, the registered agent of the Corporation or the registered office of the Corporation;

(b) a change that, in the sole discretion of the Board of Directors, it determines (i) does not adversely affect the stockholders (including adversely affecting the holders of any particular class or series of Shares as compared to other holders of other classes or series of Shares) in any material respect, (ii) to be necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the DGCL), (iii) to be necessary, desirable or appropriate to facilitate the trading of the Shares or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which Shares are or will be listed or quoted for trading, compliance with any of which the Board of Directors deems to be in the best interests of the Corporation and the stockholders, (iv) to be necessary or appropriate in connection with action taken by the Board of Directors pursuant to Section 5.8 of Article V or (v) is required to effect the intent of the provisions of the Certificate of Incorporation or these By-Laws or is otherwise contemplated by the Certificate of Incorporation or these By-Laws;

(c) a change in the fiscal year or taxable year of the Corporation and any other changes that the Board of Directors determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Corporation;

(d) an amendment that the Board of Directors determines, based on the advice of counsel, to be necessary or appropriate to prevent the Corporation or its Directors, Officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(e) an amendment that the Board of Directors determines to be necessary or appropriate in connection with the authorization or issuance of any class or series of Shares pursuant to Article FOURTH of the Certificate of Incorporation;

(f) any amendment expressly permitted in the Certificate of Incorporation or these By-Laws to be made by the Board of Directors acting alone;

(g) an amendment effected, necessitated or contemplated by a merger agreement approved in accordance with the Certificate of Incorporation and these By-Laws;

(h) an amendment that the Board of Directors determines to be necessary or appropriate to reflect and account for the formation by the Corporation of, or investment by the Corporation in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Corporation of activities permitted by the terms of Article THIRD of the Certificate of Incorporation;

(i) a merger, conversion or conveyance approved in accordance with the requirements of the DGCL, the Certificate of Incorporation and these By-Laws; or

(j) any other amendments substantially similar to the foregoing.

4. Amendment Requirements

.

(a) Notwithstanding the provisions of Section 10.1 of this Article X, no provision of the Certificate of Incorporation or these By-Laws that establishes a percentage of Outstanding Voting Shares required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of reducing such voting percentage unless such amendment is approved by the affirmative vote (including by written consent) of holders of Outstanding Voting Shares whose aggregate Outstanding Voting Shares constitute not less than the voting requirement sought to be reduced.

(b) Notwithstanding the provisions of Sections 10.1 and 10.3 of Article X (other than Section 10.3(b)(iv) of Article X), but subject to the provisions of Section 10.2 of Article X, no amendment to the Certificate of Incorporation or these By-Laws may (i) enlarge the obligations of any stockholder without its consent, unless such shall occur as a result of an amendment approved pursuant to Section 10.4(c) of Article X or (ii) change the term of the Corporation.

(c) Without limitation of the Board of Directors' authority to adopt amendments to the Certificate of Incorporation or these By-Laws without the approval of any stockholders as contemplated in Section 10.1 of Article X, and notwithstanding the provisions of Section 10.1 of Article X, any amendment that would have a material adverse effect on the rights or preferences of any class or series of Shares in relation to other classes or series of Shares must be approved by the holders of a majority of the Outstanding Shares of the class or series affected.

* * *

First adopted as of: August 3, 2020
Last Amended as of: September 11, 2026

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

NFE FLNG 2 PARENT LLC

Dated as of September 11, 2026

THE SECURITIES REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD, OFFERED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM.

THE SECURITIES REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED IN THIS AGREEMENT, AND THE COMPANY RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH SECURITIES UNTIL SUCH RESTRICTIONS HAVE BEEN SATISFIED WITH RESPECT TO ANY TRANSFER. A COPY OF SUCH RESTRICTIONS SHALL BE FURNISHED BY THE COMPANY TO THE HOLDER THEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE.

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NFE FLNG 2 PARENT LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (together with the schedules attached hereto, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "**Agreement**") of NFE FLNG 2 Parent LLC, a Delaware limited liability company (the "**Company**"), dated as of this 11th day of September 2026 (the "**Effective Date**"), is adopted by, executed, and agreed to, by and among the Company, New Fortress Energy Inc., a Delaware corporation (the "**Original Member**"), and each of the other Persons admitted as a Member from time to time in accordance with this Agreement.

RECITALS

WHEREAS, the Company was formed under and pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq. (as amended from time to time, the "**Act**"), upon the filing of the Certificate of Formation (the "**Certificate of Formation**") with the Secretary of State of the State of Delaware on June 15, 2026, by the Original Member;

WHEREAS, the Company was initially governed by that certain Limited Liability Company Agreement of the Company, dated as of June 15, 2026 (the "**Original LLC Agreement**");

WHEREAS, as of the Effective Date, concurrently with the execution and delivery of this Agreement, and in connection with the consummation of the transactions contemplated by and pursuant to the Transaction Implementation Deed, the Original Member is transferring to the Company all of its preferred limited liability company membership interests in NFE FLNG 2 LLC (the "**NFE FLNG 2 Preferred Interests**") and an unsecured note issued by NFE FLNG 2 LLC in the aggregate principal amount of $400 million (the "**NFE FLNG 2 Note**," and together with the NFE FLNG 2 Preferred Interests, the "**Transferred Assets**") in exchange for the issuance by the Company to the Original Member of all of (a) the Common Interests, (b) the Preferred Interests and (c) the Company Loans;

WHEREAS, as of the Effective Date, immediately after the exchange of the Transferred Assets for all of (a) the Common Interests, (b) the Preferred Interests and (c) the Company Loans, and in connection with the consummation of the transactions contemplated by and pursuant to the Transaction Implementation Deed, the Original Member is Transferring all of the Preferred Interests and the Company Loans to the Lenders in partial satisfaction of certain indebtedness of the Original Member; and

WHEREAS, in connection with the consummation of the transactions contemplated by and pursuant to the Transaction Implementation Deed, the Original Member desires to amend

and restate the Original LLC Agreement in its entirety for the purposes of, among other things, admitting the Lenders as Preferred Members hereunder, and providing for the rights and obligations of the respective holders of Common Interests and Preferred Interests.

NOW THEREFORE, the Original LLC Agreement is hereby amended and restated to read in its entirety as follows:

ARTICLE 1
DEFINITIONS

1. Definitions. For purposes of this Agreement, each of the following terms has the meaning given to such term in this Section 1.1.

"**Affiliate**" means, with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the first specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" shall have correlative meanings.

"**Asset Sale**" shall have the meaning set forth in the FLNG 2 Term Loan Credit Facility Agreement.

"**Available Cash**" means all cash and Cash Equivalents received by the Company or any of its Subsidiaries, other than any such cash and Cash Equivalents required or validly elected to be paid or reserved pursuant to and in accordance with the FLNG 2 Term Loan Credit Facility Agreement, as though the FLNG 2 Term Loan Credit Facility Agreement remained in effect on the relevant date of determination and notwithstanding any prior discharge of obligations thereunder (including for the payment of (i) any management fees and expenses due to the Original Member or its Affiliates and (ii) any cash payments in respect of awards under the FLNG 2 MIP), and net of any taxes, costs, expenses and similar amounts owed by the Company or any of its Subsidiaries as a result of receipt of such cash and Cash Equivalents.

"**Bankruptcy Event**" means the occurrence of any of the following with respect to the Company or any Material Subsidiary:

(i) any voluntary or involuntary liquidation, dissolution or winding up;

(ii) the commencement of an involuntary case or proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (A) an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, arrangement, adjustment, reorganization, dissolution, composition or other relief in respect of the Company, any Material Subsidiary, or a substantial part of the property or assets of the Company or any Material Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, or other relief with respect to it or its debts or

(B) the appointment of a receiver, administrator, administrative receiver, liquidator, trustee, custodian, sequestrator, conservator or similar official for the Company or any Material Subsidiary, or a substantial part of the property or assets of the Company or any Material Subsidiary; in each case if such involuntary case, proceeding or involuntary petition continues undismissed and unstayed for 75 days or an order for relief or order appointing such receiver, administrator, administrative receiver, liquidator, trustee, custodian, sequestrator, conservator or similar official, as the case may be, is entered in such involuntary case or proceeding or with respect to such involuntary petition; or

(iii) the (A) voluntary commencement by the Company of any case or proceeding, or any other voluntary action seeking an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, arrangement, adjustment, reorganization, dissolution, composition or other relief in respect of the Company or a substantial part of the property or assets of the Company or any Material Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, or other relief with respect to it or its debts, (B) application for or consent by the Company to the institution of, or failure to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (ii) above, (C) application for or consent or acquiescence to the appointment of a receiver, administrator, administrative receiver, liquidator, trustee, custodian, sequestrator, conservator or similar official for the Company, or a substantial part of the property or assets of the Company, (D) filing by the Company of an answer admitting the material allegations of a petition filed against it in any such proceeding or other action, (E) making by the Company or any Material Subsidiary of a general assignment for the benefit of creditors or (F) the admission in writing of the Company of its inability or failure generally to pay its debts as they become due.

"**Cash Equivalents**" shall have the meaning set forth in the FLNG 2 Term Loan Credit Facility Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Common Member**" means any Member who holds a Common Interest. As of the Effective Date, the Original Member is the sole Common Member.

"**Company Loans**" means the senior secured term loans in an initial aggregate principal amount of $400,000,000 being made to the Company on the Effective Date pursuant to the FLNG 2 Term Loan Credit Facility Agreement.

"**Company Property**" means all interests in assets (including all cash, real or personal property, securities (including marketable securities), tangible or intangible assets or other property) and rights of any type with respect thereto, in each case, held or owned by the Company or any Subsidiary thereof.

"**Confidential Information**" means any non-public information provided by or on behalf of the Company to any Member relating to the business, clients, affairs or financial structure, position or results of the Company or its Affiliates or any dispute that is not generally known to the public, which shall include, for the avoidance of doubt, this Agreement, including Schedules A and B hereto. Confidential Information shall not include the portion of any information: (a) of which such Person (or its Affiliates) became aware from sources other than the Company or its Subsidiaries, so long as such source did not disclose such information in violation of any other obligation of confidentiality or nonuse with respect to such information, (b) was or becomes available to the public from a source other than as a result of such Person (or its Affiliates), so long as such source did not disclose such information in violation of any other obligation of confidentiality or nonuse with respect to such information or (c) was or is independently developed by such Person or its Affiliates without reference to the Confidential Information.

"**CoreCo Plan**" shall have the meaning set forth in the Transaction Implementation Deed.

"**Deemed Liquidation Event**" means the occurrence of any of the following:

(i) (A) a consolidation, merger, statutory conversion, statutory exchange, transfer, domestication, continuance or similar business combination or transaction to which the Company is a party (whether or not the Company is the surviving company) or (B) a consolidation, merger, statutory conversion, statutory exchange, transfer, domestication, continuance or similar business combination or transaction to which a Subsidiary is a party, in either (A) or (B) of this clause (i), other than an applicable transaction involving the Company or a Subsidiary in which the equity securities of the Company outstanding immediately prior to such transaction continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such consolidation, merger, statutory conversion, statutory exchange, transfer, domestication, continuance or similar business combination or transaction, at least a majority of the equity securities of (1) the surviving or resulting company; or (2) if the surviving or resulting company is a wholly-owned subsidiary of another company immediately following such transaction, the parent company of such surviving or resulting company;

(ii) a Disposition of assets of the Company or its Subsidiaries that, taken as a whole, represent greater than 65% of the aggregate book value of the consolidated assets of the Company and its Subsidiaries as determined at the time of such Disposition in accordance with GAAP (including the Disposition of one or more Subsidiaries if the sale of all of the assets of such Subsidiary or Subsidiaries would meet or exceed the foregoing threshold described in this clause (ii), except where such Disposition is to a wholly owned Subsidiary of the Company);

(iii) the Company consummating an equity purchase agreement or other business combination (including a reorganization, recapitalization, spin-off or scheme of arrangement) with another "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the U.S. Securities

Exchange Act of 1934, as amended) whereby such other "person" or "group" acquires more than 50% of the outstanding Common Interests or voting equity securities of the Company; or

(iv) a Bankruptcy Event.

"**Deemed Liquidation Preference**" means, subject to Section 7.1(a), an amount in cash equal to $1,000 per Preferred Interest; provided that the Deemed Liquidation Preference shall be automatically adjusted to account for any interest split, reverse split, interest dividend or similar transaction, in each case, in respect of the Preferred Interests (and, for the avoidance of doubt, excluding any such transaction taken in respect of the Common Interests).

"**Disposition**" means, with respect to any property, any sale, assignment, conveyance, transfer, exclusive license, lease, sale and leaseback, conveyance, transfer or other disposition thereof (including, to the extent applicable based on the use of the term in this Agreement, any sale or issuance of equity securities by such Person or by a Subsidiary of such Person), including any sale, assignment, conveyance, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Distribution**" means each distribution made by the Company to a Member pursuant to Section 7.1 or Section 8.2, whether in cash or property and whether by liquidating distribution or otherwise.

"**equity securities**" means, with respect to any Person, any and all shares of, interests in, rights to purchase, warrants or options for, participations in, or other equivalents of, in each case, however designated, the equity of such Person, but excluding any debt securities convertible into such equity.

"**Fair Market Value**" means, as of the date of determination, (a) with respect to any cash, the amount thereof in U.S. dollars as of such date, (b) with respect to any security that is listed on a U.S. national securities exchange, the price per share of such security at the close of the trading day prior to such date (as such price is reported by an authoritative source) and (c) with respect to any other asset, the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, as determined by the Board with the prior written consent of the Required Preferred Members (not to be unreasonably withheld or delayed).

"**FLNG 2 MIP**" shall have the meaning set forth in the FLNG 2 Term Loan Credit Facility Agreement.

"**FLNG 2 Term Loan Credit Facility Agreement**" shall have the meaning set forth in the Transaction Implementation Deed.

"**GAAP**" means U.S. generally accepted accounting principles, consistently applied and as in effect from time to time.

"**IRS**" means the United States Internal Revenue Service, or any successor agency thereto.

"**Lenders**" means the R-1 Revolving Facility Lenders, the R-2 Revolving Facility Lenders, the TLA Lenders and the TLB Lenders.

"**Material Subsidiary**" means, as of any date of determination, any Subsidiary of the Company that, together with its respective Subsidiaries on a consolidated basis: (a) contributed or is otherwise directly or indirectly responsible for 65% or more of the consolidated revenue of the Company and its Subsidiaries at any point during the eighteen-month (18-month) period ending on the date of the most recent audited financial statements of the Company (or the most recent consolidated audited financial statements of the Original Member and its Subsidiaries); or (b) owned, leased, licensed, used, or held for use assets with an aggregate fair market value representing 65% or more of the consolidated total assets of the Company and its Subsidiaries at any point during the eighteen (18) month period prior to the date of determination;

"**Member**" means each of the Persons listed on Schedule A and Schedule B hereto, and any other Person admitted to the Company in accordance with this Agreement, but, in each case, only for so long as such Person is the owner of one or more Interests.

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a governmental entity.

"**Preferred Member**" means any Member who holds a Preferred Interest.

"**R-1 Revolving Facility Lender**" shall have the meaning set forth in the Transaction Implementation Deed.

"**R-2 Revolving Facility Lender**" shall have the meaning set forth in the Transaction Implementation Deed.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Subsidiary**" means, with respect to any applicable Person, any other Person of which such applicable Person, directly or indirectly, owns greater than 50% of the outstanding voting power of the securities thereof, or the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise (including directly or indirectly being the manager or general partner (or similar governing bodies) of a Person or directly or indirectly possessing control over the power to appoint or remove such manager or general partner (or similar governing bodies), or the power to appoint the majority of the members of the board of directors or board of managers (or similar governing bodies) of such Person). Notwithstanding the foregoing, for purposes of this Agreement, NFE FLNG 2 LLC shall be considered a Subsidiary of the Company.

"**Substituted Member**" means a Transferee of all or a portion of the Interests of a Member and who is admitted as a Member.

"**Tax**" or "**Taxes**" means any United States federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, surtax, employee or other withholding, or other tax, of any kind whatsoever, including any transferee liability and any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"**TLA Lender**" shall have the meaning set forth in the Transaction Implementation Deed.

"**TLB Lender**" shall have the meaning set forth in the Transaction Implementation Deed.

"**Transaction Implementation Deed**" means the Transaction Implementation Deed, dated as of June 18, 2026, by and among NFE Global Holdings Limited, NFE Brazil NewCo Limited, the Original Member, NFE Financing LLC, NFE FLNG 2 LLC, NFE Brazil Investments LLC, NFE Brazil Holdings Limited, certain creditors and certain other parties listed therein, as amended, modified or supplemented.

"**Transfer**" means any direct or indirect sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other disposition or encumbrance of any Interests (whether with or without consideration, whether voluntarily or involuntarily or by operation of law). The terms "**Transferee**," "**Transferor**," "**Transferred**," and other forms of the word "**Transfer**" have the correlative meanings.

"**Treasury Regulations**" means the final or temporary income Tax regulations that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code.

2. Construction. Unless otherwise expressly provided or unless the context requires otherwise, (a) all references in this Agreement to Articles, Sections and Schedules means the Articles, Sections and Schedules of this Agreement; (b) all references to statutes and related regulations include all amendments of the same and any successor or replacement statutes and regulations; (c) words using the singular or plural number also include the plural and singular number, respectively; (d) references to "hereof," "herein," "hereby" and similar terms refer to this entire Agreement; (e) references to any Person shall be deemed to include the successors and permitted assigns of such Person; (f) the term "including" shall mean "including, without limitation"; (g) every covenant, term and provision of this Agreement shall be construed according to its fair meaning and not for or against any Member; and (h) all pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

ARTICLE 2
THE LIMITED LIABILITY COMPANY

1. Formation

. The Original Member has previously caused the formation of the Company as a limited liability company pursuant to the provisions of the Act. The Certificate of Formation has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act.

2. Name

. The name of the Company shall be "NFE FLNG 2 Parent LLC" and its business shall be carried on in such name with such variations and changes as the Board shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

3. Business Purpose; Powers

. The Company is formed for the purposes of (a) acquiring, holding and disposing of NFE FLNG 2 Preferred Interests and the NFE FLNG 2 Note, (b) receiving dividends, interest or other passive types of income in connection therewith, and (c) engaging in any other business or activity arising from, in connection with or related to the foregoing. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

4. Pass-Through Rights and Obligations. The Company is a special purpose investment vehicle through which the Preferred Members indirectly hold NFE FLNG 2 Preferred Interests and the NFE FLNG 2 Note. In furtherance of the foregoing, the Members hereby acknowledge and agree that it is their intent that the Preferred Members have substantially the same rights and obligations as they would if they held the NFE FLNG 2 Preferred Interests and the NFE FLNG 2 Note owned by the Company directly.

5. Registered Office and Agent

. The location of the registered office of the Company shall be 1209 Orange Street, Wilmington, Delaware 19801. The Company's Registered Agent at such address shall be The Corporation Trust Company.

6. Term

. Subject to the provisions of Article 8 below, the Company shall have a perpetual existence.

7. Fiscal Year

. The fiscal year and taxable year of the Company shall begin on the first day of January and end on the last day of December each year, or such other annual accounting period as may be established by the Board (the "**Fiscal Year**").

8. Entity Classification

. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise.

ARTICLE 3
MEMBERSHIP

1. Members

. The name, address and Preferred Interests percentage or Common Interests percentage, as applicable, of each of the Members of the Company, immediately after giving effect to the consummation of the transactions contemplated by the Transaction Implementation Deed, are set forth on Schedules A and B, which shall be amended by the Board from time to time to reflect the admission of new Members, the issuance of additional Interests or the Transfer of Interests of any Member, each to the extent permitted by the terms of this Agreement. Schedules A and B shall, respectively, contain current lists (immediately after giving effect to the consummation of the transactions contemplated by the Transaction Implementation Deed) of Common Members and Preferred Members and shall include the number of Common Interests or Preferred Interests, as applicable, held by each Member. Each of the Preferred Members is hereby admitted as a Member of the Company, effective as of the consummation of the transactions contemplated by the Transaction Implementation Deed, subject to receipt by the Company of a counterpart signature page to this Agreement executed by or on behalf of such Person (including pursuant to the power of attorney granted pursuant to the CoreCo Plan) agreeing to be bound by the terms of this Agreement.

2. Limitation of Liability

. Except as otherwise provided by applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member; provided that a Member shall be required to return to the Company any distribution made to it in clear and manifest accounting or similar error, or as otherwise required by the Act. The immediately preceding sentence shall constitute a compromise to which all Members have consented within the meaning of the Act. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

3. Lack of Authority

. Except as otherwise provided in this Agreement, no Member in its capacity as a Member shall have the authority or power to act for or on behalf of the Company in any manner, to do any act that would be (or could be construed as) binding on the Company, or to make any expenditures on behalf of the Company.

4. No Right of Partition

. No current or former Member shall have the right to seek or obtain partition by court decree or operation of law of any Company Property, or the right to own or use particular or individual assets of the Company.

5. Confidentiality. Each Member, other than the Original Member, expressly agrees, whether or not at the time a Member of the Company or providing services to the Company or any of its Subsidiaries, to maintain the confidentiality of, and not disclose to any Person other than the Company, its officers or any financial, legal or other advisor to the Company, any Confidential Information; provided that such Member may disclose any such Confidential Information (a) to the extent, in the opinion of counsel (which may be internal counsel), required by any applicable law, rule, regulation or legal, regulatory, or judicial process or proceeding or by the order of any national securities exchange, banking supervisory authority or other governmental or self-regulatory organization of competent jurisdiction or authority (provided that, to the extent permitted by applicable law, such Member notifies the Company of such requirement prior to making such disclosure and reasonably cooperates with the Company, at the Company's sole cost and expense, in seeking to prevent or minimize such disclosure), (b) to his, her or its Affiliates and its and their respective officers, directors, agents, employees and other representatives (who shall agree to abide by the terms of this Section 3.5 or be subject to obligations of confidentiality at least as protective as the terms set forth herein), (c) to his, her or its legal counsel, financial advisors, accountants, consultants and other similar advisors (who shall agree to abide by the terms of this Section 3.5 or be subject to obligations of confidentiality at least as protective as the terms set forth herein), (d) to his, her or its equity owners and investors, co-investors or managed accounts, as applicable, who are subject to obligations of confidentiality at least as protective as the terms set forth herein and in confidential materials delivered to prospective investors, limited partners or other similar Persons and their respective equity owners, as applicable, who are subject to obligations of confidentiality at least as protective as the terms set forth herein, in each case in the ordinary course of business or in connection with customary marketing and reporting activities, (e) to a bona fide potential purchaser or seller of Common Interests or Preferred Interests held by such Member if such bona fide potential purchaser or seller executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 3.5 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof or (f) with the prior written consent of the Company. The limitations in this Section 3.5 are in addition to, and not in lieu of, any other restrictions that a Member may be bound by (whether by contract or otherwise).

6. Members' Right to Act. For situations for which the approval of the Members is required, the Members shall act through meetings and written consents as described in this Section 3.6.

(a) Meetings and Notices. Except as otherwise provided by this Agreement, any action by the Members permitted hereunder may be taken at a meeting called, (i) while any Preferred Interests remain outstanding, by holders of a majority of the Preferred Interests (the "**Required Preferred Members**"), (ii) from and after the date on which no Preferred Interests remain outstanding, by holders of a majority of the Common Interests (the "**Required Common Members**"), or (iii) by the Board, in each case, by delivering a notice of such meeting to the Members entitled to vote or consent at such meeting, which shall state the purpose or purposes for which such meeting is being called, which notice shall be provided not less than five (5) nor more than sixty (60) days before the date of the meeting. No annual general meeting of the Members is required. Any meeting of the Members may be held by conference telephone call, video-conference or through similar communications equipment by means of which all Persons participating in the meeting can communicate with each other. By attending any such meeting, a Member (x) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, or promptly upon arrival, objects to the holding of the meeting or the transaction of business at the meeting and (y) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented. The actions taken by the Members entitled to vote or consent at any such meeting held by conference, telephone call, video-conference or through similar communications equipment (as

opposed to by written consent), however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice. A Member entitled to vote or consent at the applicable meeting may and, if requested prior to the meeting of such Members, the Company will ensure that each Member entitled to vote or consent at the applicable meeting can, participate and act at any meeting of such Members through the use of a conference telephone, video-conference or similar communications equipment by means of which all Persons participating in the meeting can communicate with each other. Participation in a telephonic meeting held pursuant to this Section 3.6(a) shall constitute presence in person at such meeting.

(b) Proxies. Any Member entitled to vote or consent at a meeting of Members or to express consent or dissent to Company action in writing without a meeting may authorize another Person or Persons to act for such Member by proxy. An email or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall (if stated thereon) be treated as a proxy executed in writing for purposes of this Section 3.6(b). No proxy shall be voted or acted upon after eleven (11) months from the date thereof, unless the proxy provides for a longer period. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two (2) or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the votes that are the subject of such proxy are to be voted with respect to such issue.

(c) Quorum. At each meeting of the Members, the presence in person, by telephone or other electronic means or by proxy of the Member entitled to vote or consent at the applicable meeting holding at least a majority of the Interests held by all Members entitled to vote or consent at the applicable meeting (unless such Member is present (including by proxy) solely to object to the meeting) shall constitute a quorum of the Members for purposes of conducting business at such meeting. Once a quorum is present at the applicable meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice other than announcement at the meeting.

(d) Record Date. The Board shall determine the record date for the purpose of determining Members entitled to notice of or to vote at any meeting of Members or to receive any Distribution by the Company; provided that, absent such determination of the Board, the date on which notice of the meeting is sent or the date of such Distribution, as the case may be, shall be the record date for such determination.

(e) Voting; Approval Requirements. Except as otherwise expressly provided by this Agreement (including Section 6.3) or the Act, (i) the Members holding Preferred Interests shall be entitled to one (1) vote per Preferred Interest on all matters to be voted on by the Members, and (ii) the Common Members shall have no voting rights on any matter, including any merger, consolidation, conversion, division, liquidation, dissolution or sale of all or substantially all of the assets of the Company while any Preferred Interests remain outstanding. Upon the date on which no Preferred Interests remain outstanding, the Common Members shall be entitled to one (1) vote per Common Interest on all matters to be voted on by the Members. Unless otherwise expressly specified herein, subject to Section 6.3, when a quorum is present, the affirmative vote (whether in person, by telephone or other electronic means or by proxy), of

Members holding at least a majority of the Interests (or, in respect of any decision, action, approval or consent required or permitted to be taken by Members holding a specific class or classes of Interests, as applicable, the Members holding at least a majority of such specific class or classes of Interests, as applicable) entitled to vote on the subject matter shall be the act of the Members.

(f) Actions Without Meeting. Unless otherwise expressly specified herein, any decision, action, approval or consent required or permitted to be taken by the Members (or Members holding a specific class or classes of Interests, as applicable) or that may otherwise come before the Members (or such Members holding a specific class or classes of Interests, as applicable) for decision, action, approval or consent may be taken or decided without a meeting, without prior notice and without a vote, if a consent of the Members (or such specific class of Members, as applicable) in writing (or by electronic transmission or by any other means permitted by the Act), setting forth the action so taken or such decision, approval or consent (as applicable), shall be signed by such of the Members (or such of the Members holding a specific class or classes of Interests, as applicable), including by proxy, having not less than the minimum number of votes that would be necessary to authorize, approve, ratify, consent to or otherwise take such action at a meeting at which all Members (or Members holding a specific class or classes of Interests, as applicable) entitled to vote or consent thereon were present and voted or consented in accordance with this Agreement (including Section 3.6(e)) (which may be less than all of such Members (or Members holding a specific class or classes of Interests, as applicable), in which event a copy thereof shall be sent to each of the Members entitled to vote with respect thereto who did not sign the consent no more than thirty (30) days after the date on which such consent became effective; provided, however, that failure to provide such copy will not impair the effectiveness of such consent). Action taken by written consent shall be effective according to its terms when the last required Member (or Members holding a specific class or classes of Interests, as applicable) signs the consent, unless the consent specifies a different effective date, in which event the action taken shall be effective as of the date specified therein. All consents executed in accordance with this Section 3.6(f) shall be included in the minutes or filed with the records of the Company. Any action taken pursuant to this Section 3.6(f) shall have the same force and effect as if taken by the Members (or such specific class of Members, as applicable) at a meeting thereof.

7. Investment Opportunities and Conflicts of Interest

. Each of the Members, including the Original Member, and each of their respective Affiliates may engage in and possess interests in business ventures of any and every type and description, independently or with others, including ones in competition with the Company or any of its Subsidiaries or any of their respective Affiliates, with no obligation to offer to the Company, any Member, or any Affiliate of any Member the right to participate therein. Subject to Section 6.3, the Company may transact business with any Member (including the Original Member) or any Affiliate thereof. No Member (including the Original Member), or Affiliate thereof shall have any duty or obligation, implied, fiduciary or otherwise, to offer to the Company or the Members any opportunity to participate in any such business venture or to account to, or to share the results or profits of such business activities with, the Company, any Member, or any Affiliate thereof by reason of such business activities. Without limiting the elimination of fiduciary duties pursuant to Section 10.1, the provisions of this Section 3.7 constitute an agreement to modify or eliminate, as applicable, fiduciary duties pursuant to the provisions of Section 18-1101 of the Act. In furtherance of the foregoing, but subject to Section 6.3, each of the Company, each Member (including the Original Member), and each of their respective Affiliates renounces and waives in advance each and every interest or expectancy it or any of its Affiliates might be

considered to have by reason of its membership in the Company in any business opportunity, or in any opportunity to participate in any business opportunity, in a business or industry in which any Member (including the Original Member), or any Affiliate thereof, or any present or future partner, member, director, officer, manager, supervisor, employee, agent or representative of the Company, any Member (including the Original Member), or any of their respective Affiliates now or in the future engages and any other duty or other obligation, if any, to the fullest extent permitted by the Act to the extent necessary to give effect to the terms of this Section 3.7.

8. Waiver. In no event shall Members be entitled to any appraisal rights, dissenters' rights or similar rights, whether in connection with any merger, consolidation, conversion, division, sale of all or substantially all of the assets of the Company or the Company's Subsidiaries, or in connection with any other transaction or event.

ARTICLE 4
MANAGEMENT

1. Management of the Company

. A board of managers of the Company (the "**Board**") is hereby established and shall be comprised of natural Persons (each such Person, a "**Manager**") who shall be appointed in accordance with the provisions of Section 4.2. Except as otherwise expressly provided in this Agreement (including situations in which the approval of the Preferred Members is required by the terms of this Agreement), the business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full, complete and exclusive power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement. No Manager, acting in his or her capacity as such, shall have any authority to bind the Company with respect to any matter except pursuant to a resolution authorizing such action that is duly adopted by the Board by the affirmative vote required with respect to such matter pursuant to this Agreement. Except as expressly provided herein or by applicable law, no Member, in its capacity as a Member, shall have any power or authority over the business and affairs of the Company or any power or authority to act for or on behalf of, or to bind, the Company.

2. Board Composition.

(a) The Board shall consist of not less than three (3) nor more than fifteen (15) Managers, unless otherwise fixed from time to time pursuant to a resolution adopted by the Required Preferred Members (while any Preferred Interests remain outstanding). From and after the date on which no Preferred Interests remain outstanding, the size of the Board may be fixed from time to time pursuant to a resolution adopted by the Required Common Members. A Manager need not be a Member.

(b) While any Preferred Interests remain outstanding, all Managers shall be appointed by the affirmative vote of the Required Preferred Members. From and after the date on which no Preferred Interests remain outstanding, all Managers shall be appointed by the affirmative vote of the Required Common Members.

(c) The Board may from time to time select an individual to serve as the chairman of the Board.

(d) The Managers as of the Effective Date are set forth on the Managers Schedule attached hereto as Schedule C (the "**Managers Schedule**").

3. Term; Removal; Resignations; Vacancies.

(a) Each Manager shall hold office until his or her death or incapacity or until his or her successor is appointed and qualified in accordance with Section 4.2(b) or until his or her earlier resignation or removal in accordance with this Section 4.3.

(b) While any Preferred Interests remain outstanding, any Manager may be removed solely by the affirmative vote of the Required Preferred Members and by providing written notice to the Company and the Common Members. From and after the date on which no Preferred Interests remain outstanding, any Manager may be removed solely by the affirmative vote of the Required Common Members and by providing written notice to the Company. In each case, any such notice shall be effective upon receipt thereof by the Company unless it is specified to be effective at some other time or upon the occurrence of some other event.

(c) A Manager may resign at any time from the Board by delivering his or her written resignation to the Company. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Company's acceptance of a resignation shall not be necessary to make it effective.

(d) Any vacancies created by the resignation, removal, death or incapacity of a Manager shall be filled in the manner provided in Section 4.2(b) and by providing written notice to the Company.

4. Meetings.

(a) The Board shall meet at such times as may be necessary for the Company's business on at least twenty-four hours (24) prior written notice of the time and place of such meeting given by any Manager. The presence of at least a majority of Managers then in office shall constitute a quorum for the transaction of business by the Board.

(b) Except as otherwise set forth herein, all actions of the Board shall require the affirmative vote of a majority of the Managers then in office. Each Manager shall be entitled to one vote upon all matters submitted to the Board.

(c) Notice of any Board meeting may be waived by any Manager before, during or after such meeting.

(d) Meetings of the Board may be conducted in person or by conference telephone facilities or other communications equipment by means of which all Persons participating in the meeting can hear each other. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve the action pursuant to the terms of this Agreement consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

5. Delegation of Authority

. The Board may, from time to time, delegate to one or more Persons such of its authority and powers as the Board may deem advisable. The Board also may assign titles (including, but not limited to, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any Member or other Person and may delegate to such Member or other Person certain of its authority and powers. Any number of titles may be held by the same Member or other Person. Any delegation pursuant to this Section 4.5 may be revoked at any time by the Board in its sole discretion.

6. Officers and Authorized Signatories. The Board shall have the authority, at any time, to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

7. Reliance by Third Parties

. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Board as herein set forth (including any delegation of such authority effected in accordance with this Agreement).

8. Related Party Transactions. All transactions between (a) the Original Member or any of its Subsidiaries or Affiliates or (b) any Manager or Affiliate of such Manager, on the one hand, and the Company, NFE FLNG 2 LLC or any direct Subsidiary of NFE FLNG 2 LLC, on the other hand, shall be conducted on an arm's length basis.

ARTICLE 5
INTERESTS AND CONTRIBUTIONS

1. Interests

. As of the Effective Date, concurrently with the execution and delivery of this Agreement, and in connection with the consummation of the transactions contemplated by and pursuant to the Transaction Implementation Deed, the Original Member is transferring all of the Transferred Assets to the Company in exchange for the issuance by the Company of all of (a) the Common Interests, (b) the Preferred Interests and (c) the Company Loans, and then the Original Member is transferring all of the Preferred Interests and the Company Loans to the Lenders in partial satisfaction of certain indebtedness of the Original Member. In accordance therewith, as of the Effective Date, immediately after giving effect to the consummation of the transactions contemplated by the Transaction Implementation Deed, the limited liability company membership interests of the Company shall consist of one class of one (1) common limited liability company membership interest (the "**Common Interests**"), and one class of two hundred thousand (200,000) non-convertible, voting, perpetual preferred limited liability company membership interests (the "**Preferred Interests**," and together with the Common Interests, the "**Interests**"), each of which such Interests shall be issued and outstanding as of the Effective Date, immediately after giving effect to the consummation of the transactions contemplated by the Transaction Implementation Deed. The Interests shall be uncertificated, unless the Board determines to issue certificates to any Members representing the Interests held by such Members.

(a) Common Interests. All Common Interests shall be identical with each other in every respect and shall be subject to the rights, powers, obligations, preferences and other terms of this Agreement. The ownership of the Common Interests as of the Effective Date, after giving effect to the consummation of the transactions contemplated by the Transaction Implementation Deed, is set forth on Schedule A, which shall be amended by the Board from time to time to reflect the admission of new Common Members, the issuance of additional Common Interests or the Transfer of Common Interests of any Common Member, each to the extent permitted by the terms of this Agreement.

(b) Preferred Interests. All Preferred Interests shall be identical with each other in every respect and shall be subject to the rights, powers, obligations, preferences and other terms of this Agreement (including Article 7). The ownership of the Preferred Interests as of the Effective Date, after giving effect to the consummation of the transactions contemplated by the Transaction Implementation Deed, is set forth on Schedule B, which shall be amended by the Board from time to time to reflect the admission of new Preferred Members, the issuance of additional Preferred Interests or the Transfer of Preferred Interests of any Preferred Member, each to the extent permitted by the terms of this Agreement.

2. Issuance of Additional Interests

. Subject to compliance with Section 6.3, if applicable, and except as otherwise expressly provided in this Agreement, the Board is hereby authorized, at any time and for any purpose, without the vote, consent or approval of any Member or any other Person, (a) to create and to issue Interests (including additional Common Interests, Preferred Interests or Interests of any other existing class or series) and to create and issue one or more new classes, groups or series of equity interests in the Company, with such voting powers, full or limited or no voting powers, and such distinctive designations, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions as determined by the Board, (b) to admit the recipients thereof as Members on such terms as the Board determines and (c) to issue options or warrants to purchase Interests, restricted Interests, Interest appreciation rights, phantom Interests and other securities convertible, exchangeable or exercisable for Interests, on such terms as may be determined by the Board from time to time. In connection with the foregoing, the Board shall have the power to make such amendments to this Agreement (including Schedules A and B) in order to provide for such additional Interests, Members or securities, and such powers (including voting powers), designations, preferences and rights as the Board, in its sole and absolute discretion, deems necessary or appropriate to give effect to such additional authorization or issuance. No Person shall have any preemptive, preferential, participation or similar right or rights to subscribe for or acquire any Interests or rights to acquire Interests pursuant to the terms of this Agreement or their ownership of any Interests.

3. Capital Contributions

. From time to time, the Board may request that any Member contribute additional capital to the Company from time to time in such amounts as may be requested, and any such Member shall have the right, but not the obligation, to contribute such additional requested capital to the Company. The Members shall have no obligation to make any capital contributions to the Company. No creditor or other third party having dealings with the Company shall have the right to cause any Member to make a capital contribution to the Company or to pursue any other right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of

this Agreement shall be solely for the benefit of, and may be enforced solely by the Company and its Members. None of the rights of the Members herein set forth to make capital contributions to the Company, if any, shall be deemed an asset of the Company for any purpose by any creditor or other third party nor may such rights be Transferred by the Company and such rights may not be pledged or otherwise encumbered to secure any debt or other obligation of the Company or any Member. No interest shall be paid on the capital of the Company or on any subsequent contributions of capital.

ARTICLE 6
PREFERRED INTERESTS

1. Ranking

. The Preferred Interests shall be subordinated to all existing and future indebtedness of the Company. The Preferred Interests shall be senior to all existing and future equity securities of the Company (including the Common Interests) with respect to rights upon any Deemed Liquidation Event, unless otherwise approved or consented to by the Required Preferred Members pursuant to Section 6.3(b).

2. Redemption

.

(a) The Company shall have the right, but not the obligation (except as set forth in Section 6.2(c)), to redeem the outstanding Preferred Interests in cash at any time and from time to time, in full or in part, at a redemption price per Preferred Interest equal to the Deemed Liquidation Preference (the "**Redemption Price**").

(b) The Company shall deliver a notice of redemption (the "**Redemption Notice**") to each holder of a Preferred Interest not less than five (5) calendar days nor more than sixty (60) calendar days before the date on which such Preferred Interests shall be redeemed (the "**Redemption Date**"). Each Redemption Notice shall identify the number of Preferred Interests to be redeemed (the "**Redemption Interests**"), and shall state the Redemption Date, the aggregate Redemption Price of the Redemption Interests and any conditions to the effectiveness of such redemption.

(c) Until the Deemed Liquidation Preference of each Preferred Interest has been reduced to zero (taking into account any Redemption Notice for which the Redemption Price has not yet been paid), no later than five (5) business days following receipt by the Company or any of its Subsidiaries of any portion of the proceeds of any Asset Sale which results in the existence of Available Cash, the Company shall deliver a Redemption Notice to each holder of a Preferred Interest providing for the payment in cash of each such Preferred Interest's *pro rata* share of the total amount of such Available Cash. Each such Redemption Notice shall state the applicable number of Redemption Interests, a Redemption Date that is not less than five (5) calendar days nor more than sixty (60) calendar days following the date of delivery of such Redemption Notice, the aggregate Redemption Price of such Redemption Interests and any conditions to the effectiveness of such redemption (which may include payment of any cash or Cash Equivalents required or validly elected to be paid pursuant to and in accordance with the FLNG 2 Term Loan Credit Facility Agreement).

(d) Once a Redemption Notice is delivered in accordance with Section 6.2(b) or Section 6.2(c), the aggregate Redemption Price of the applicable Redemption Interests called for redemption shall become irrevocably due and payable on the Redemption Date, subject to any conditions specified in the Redemption Notice. In any case, failure to deliver such Redemption Notice or any defect in such Redemption Notice to any holder of a Preferred Interest shall not affect the validity of the proceedings for the redemption of any other Preferred Interest.

(e) All redemptions shall be made on a *pro rata* basis among all holders of Preferred Interests in proportion to the number of Preferred Interests held thereby.

(f) No dividends, interest, coupon or other periodic return shall accrue on or be payable in respect of the Preferred Interests.

3. Consent Rights. Notwithstanding anything in this Agreement to the contrary, for so long as any Preferred Interest is outstanding, the prior affirmative vote or written consent of the Required Preferred Members shall be required with respect to the following actions of the Company and its Subsidiaries:

(a) amendments, modifications, repeals or waivers of this Agreement that disproportionately and adversely affect the rights, preferences, privileges or powers of the Preferred Interests related to the holders of other Interests (other than an amendment, modification or repeal to cure any ambiguity or correct any *bona fide* mistake, omission, defect or inconsistency);

(b) authorization or issuance of any new or additional equity securities, or reclassifications, alterations or amendments of any existing equity securities into, or issuances of any equity or debt securities convertible into or exchangeable or exercisable for, equity securities of the Company or any Subsidiary, including any equity securities the terms of which expressly provide that such securities rank senior to, *pari passu* with or junior to the Preferred Interests as to dividend rights and rights on the distribution of assets on any Deemed Liquidation Event;

(c) Transfers of Common Interests by Common Members;

(d) increases or decreases in the number of authorized Preferred Interests or effecting of any interest split, combination, or other similar recapitalization or reorganization with respect to the Preferred Interests;

(e) redemptions, purchases or other acquisitions for consideration by the Company of equity securities that the Company may issue, except (i) by conversion into or exchange for, or options, warrants or rights to purchase or subscribe for, other equity securities ranking junior to the Preferred Interests as to dividends and upon a Deemed Liquidation Event, (ii) in the case of the distribution of assets upon a Deemed Liquidation Event, dissolution or winding up, (iii) repurchases of equity securities of the Company upon the exercise of warrants, options or other securities convertible into or exchangeable for equity securities of the Company or upon the vesting of any profits interests, restricted stock units or similar incentive interests, or (iv) "net" or "cashless" exercises of warrants, options or other securities convertible into or exchangeable for equity securities of the Company (for purposes of exercising such warrants, options or other securities convertible into or exchangeable for equity securities of the Company, including any Transfer for the payment of tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such warrants, options or other securities convertible into or exchangeable for equity securities of the Company), in each case if such equity securities represent all or a portion of the exercise price of such warrants, options or other securities convertible into or exchangeable for equity securities as part of a "cashless" exercise upon such exercise or vesting, as applicable; and

(f) entry into any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, license, commitment or other arrangement, understanding, undertaking or obligation to take any of the actions described in this Section 6.3 or that would restrict or require the approval or consent (with or without notice, lapse of time or both) of any other person with respect to any Disposition of the Company or any Subsidiary of the Company.

4. Representations and Warranties of Preferred Members. Each Preferred Member represents and warrants to the Company, severally, and neither jointly nor jointly and severally, as of the Effective Date, as follows:

(a) *Power and Authority*

. It has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement.

(b) *Authorization*. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part.

(c) *No Conflicts*

. The execution, delivery and performance by it of this Agreement does not and shall not (i) violate any provision of law, rule or regulation applicable to it or violate its certificate of incorporation or bylaws (or other organizational documents) or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligations to which it is a party.

(d) *Governmental Consents*. The execution, delivery and performance by it of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body.

(e) *Binding Obligation*. Upon the Effective Date, this Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(f) *Good Standing*. It is validly existing and in good standing under the laws of the state or jurisdiction of its organization.

(g) *Accredited Investor*. It acknowledges that the Preferred Interests have not been registered under the Securities Act, or under any other applicable securities laws. It is an "accredited investor" as defined in Regulation D promulgated under the Securities Act and possesses such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investments hereunder and have the net worth to undertake such risks. It is in a financial position to hold the Preferred Interests for an indefinite period of time and is able to bear the economic risk and withstand a complete loss of its investment therein. It recognizes that its investment involves a high degree of risk, including, but not limited to, the risk of economic losses from operations of the Company and its Subsidiaries. It is acquiring the Preferred Interests for its own account, for investment purposes only and not with a view to the distribution thereof. It has been given access to full and complete information regarding the Company and its Subsidiaries, has had the opportunity to meet with representatives of the Company and its Subsidiaries to ask questions of, and receive answers from such

representatives concerning the Company and its Subsidiaries, and has utilized such access to its satisfaction for the purpose of obtaining the information it believes is relevant to making its decision to acquire the Preferred Interests. It acknowledges that the Preferred Interests are being issued pursuant to exemptions from the registration requirements of the United States and the state of its residence, that no securities commission or regulatory authority has approved, passed upon, or endorsed the merits of this offering, nor is it intended that any such agency will do so.

ARTICLE 7
DISTRIBUTIONS

1. Distributions

.

(a) Distributions. In the event of any Deemed Liquidation Event or from time to time when, as and if declared by the Board, Distributions shall be made to the Preferred Members, in accordance with their Preferred Interests percentage set forth on Schedule B; provided, that the Required Preferred Members may agree, on behalf of all Preferred Members, to reduce the amount of any Distribution payable on account of any Deemed Liquidation Event.

(b) Non-Participation. For the avoidance of doubt, Common Interests are non-participating. The Common Members shall not be entitled to receive any Distributions in respect of their Common Interests pursuant to this Agreement.

2. Distributions in Kind

. Except with respect to payment of the Deemed Liquidation Preference, assets of the Company may be distributed in kind, and in such event, such assets will be distributed on the basis of Fair Market Value, as determined by the Board. All such Distributions will be in the same proportion as if such Distribution had been made in cash and distributed pursuant to Section 7.1.

3. Withholding. If the Company is required by law to pay any Tax that is specifically attributable to a Member (or the status of a Member), including United States federal or state withholding Taxes, state personal property Taxes and state unincorporated business Taxes, the Company may withhold and pay over to the applicable taxing authority any amount so required.; provided, that prior to withholding, deducting or otherwise paying any such Tax, the Company shall use commercially reasonable efforts to (a) provide the affected Member with written notice describing in reasonable detail the basis for such withholding or payment and the amount thereof, (b) afford such Member a reasonable opportunity to provide forms, certifications or other documentation (including IRS Forms W-8, W-9 and any treaty-based or statutory exemption certifications, and any certifications under Sections 1445, 1446 or 1446(f) of the Code) sufficient to reduce or eliminate the requirement to withhold or pay, and (c) reasonably cooperate in good faith with such Member to apply any available reduced rate of, or exemption from, withholding (including under any applicable income tax treaty or the portfolio interest exemption) and to obtain any refund of amounts so withheld or paid. Any amounts withheld or paid by the Company for Taxes under this Section 7.3 shall be treated as Distributions to the Member for whom the Taxes were withheld or paid. The Company may offset Distributions to which any Member is otherwise entitled under this Agreement against any amounts owed by such Member pursuant to this Section 7.3.

4. Restrictions on Distributions. Notwithstanding the foregoing, the Company shall not be required to make such distributions in the event that such distributions would violate: (a) any applicable law (including Section 18-607 of the Act) and (b) the terms of any loan

agreement or other agreement evidencing or governing the terms of any indebtedness of the Company or its Subsidiaries.

ARTICLE 8
DISSOLUTION AND LIQUIDATION

1. Dissolution

. The Company shall be dissolved and its affairs wound up upon the occurrence of either of the following events

(a) the Board votes for dissolution;

(b) a judicial dissolution of the Company under Section 18-802 of the Act; or

(c) the termination of the legal existence of the last remaining holder of Interests or the occurrence of any other event that terminates the continued membership of the last remaining holder of Interests, unless the Company is continued without dissolution in a manner provided under this Agreement or the Act.

The Company shall not be dissolved by the admission of Members in accordance with the terms of this Agreement. The death, insanity, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of an event that terminates the continued membership of a Member in the Company, shall not cause the Company to be dissolved and its affairs wound up so long as the Company at all times has at least one Member. Upon the occurrence of any such event, the business of the Company shall be continued without dissolution.

2. Liquidation

. Upon dissolution, the Company shall be liquidated in an orderly manner. The Board shall, or shall designate a Member or other Person to, act as the liquidator (the "**Liquidation Representative**") to wind up the affairs of the Company pursuant to this Agreement and the Act and terminate the Company. The costs of liquidation shall be borne by the Company. The Liquidation Representative shall have all of the powers, authorities and responsibilities with respect to the assets and liabilities of the Company in connection with the dissolution and liquidation of the Company, with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidation Representative is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the Transfer of any assets or liabilities of the Company. The Liquidation Representative shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such powers, authorities and responsibilities and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. Subject to section 18-804 of the Act, the proceeds of liquidation shall be applied in the following order of priority:

(a) the Liquidation Representative shall pay, satisfy and discharge all debts, obligations and other liabilities of the Company to its creditors (including all sales commissions or other expenses incurred in liquidation) or otherwise make adequate provision for payment and

discharge thereof (including establishing cash reserves to be held in escrow for contingent or unforeseen liabilities of the Company, in such amounts and for such holding periods as the liquidators may reasonably determine); and

(b) after payment or provision for payment of all of the Company's liabilities has been made in accordance with clause (a) above, all remaining assets of the Company shall be distributed to the Members in accordance with Section 7.1(a).

3. Certificate of Cancellation

. Upon the completion of the winding up of the Company's affairs and distribution of the Company's assets, the Company shall be terminated and the Members shall cause the Company to execute and file a Certificate of Cancellation in accordance with Section 18-203 of the Act.

ARTICLE 9
TRANSFER OF INTERESTS IN THE COMPANY

1. Generally

.

(a) Subject to applicable law and Section 6.3, each Common Member shall have the right to Transfer any or all of its Common Interests and, upon receipt by the Company of a counterpart signature page to this Agreement executed by the Person to whom such Common Interests are to be Transferred agreeing to be bound by the terms of this Agreement, such Person shall be admitted as a Member.

(b) Subject to applicable law, each Preferred Member shall have the right to Transfer all or any portion of its Preferred Interests and, upon receipt by the Company of a counterpart signature page to this Agreement executed by the Person or entity to whom such Preferred Interests are to be Transferred agreeing to be bound by the terms of this Agreement, such Person shall be admitted as a Preferred Member.

(c) Notwithstanding anything to the contrary in Section 9.1(a) or Section 9.1(b), no Transfer of Interests shall be permitted unless such Transfer is made pursuant to a valid exemption from registration under the Securities Act and any applicable state securities law and in accordance with such securities laws.

(d) Each Member agrees that it shall provide the Board with prior written notice of any proposed Transfer of its Interests.

(e) Any purported Transfer of Interests that is not in accordance with this Agreement shall be null and void.

2. Effect of Transfers

.

(a) Upon any Transfer of Common Interests effected in compliance with the provisions of Section 9.1(a), the Transferee of such Transferred Common Interests shall not be entitled to exercise any of the other rights or receive any of the other benefits of a Member, unless and until such Transferee is admitted to the Company as a Substituted Member pursuant to Section 9.3 hereof. In the event of any purported or attempted Transfer of Interests by a

Member that does not comply with this Agreement, the purported transferee or successor by operation of law shall not be deemed to be a Member of the Company for any purpose and shall not be entitled to any of the rights of a Member.

(b) Upon any Transfer of Preferred Interests effected in compliance with the provisions of Section 9.1(b), the Transferee shall become a Preferred Member for all purposes of this Agreement and (i) the Transferee shall be entitled to receive the Distributions to which the Transferring Member would be entitled with respect to the Preferred Interests Transferred, and (ii) the Transferee shall be entitled to exercise all of the other rights and receive all of the other benefits of a Preferred Member.

(c) Upon any Member's Transfer of Interests held by such Member effected in compliance with the provisions of this Article 9, such Member shall automatically be withdrawn as a Member with respect to such Interests and shall cease to have any rights, or be entitled to any benefits, of a Member, or otherwise relating to the Company.

3. Admission of Transferees as Substituted Members

. Upon a determination by the Board that a Transfer of Common Interests has been effected in accordance with the provisions of this Article 9, and upon receipt by the Company of a counterpart to this Agreement, executed by such Transferee, agreeing to be bound by the terms of this Agreement, the Transferee of such Common Interests shall be admitted as a Substituted Member. For the avoidance of doubt, a Transferee of Preferred Interests shall become a Preferred Member as described in Section 9.2(b) and no determination by the Board shall be required to admit such Transferee as a Preferred Member.

4. Admission of Additional Members

. Subject to compliance with the terms of this Agreement and Section 6.3, if applicable, a Person shall be admitted as an additional Member of the Company only upon (a) the prior written approval of the Board and (b) receipt by the Company of a counterpart signature page to this Agreement executed by such Person agreeing to be bound by the terms of this Agreement (an "**Additional Member**").

ARTICLE 10
EXCULPATION AND INDEMNIFICATION

1. Elimination of Fiduciary Duties

. To the fullest extent permitted by Section 18-1101(c) of the Act, no Covered Person (in his or her capacity as such) or any Affiliate or agent of any such Covered Person shall owe any duties at law or in equity (including fiduciary duties) to the Company, any Subsidiary of the Company, any Member, any of their respective Affiliates or any other Person. The limitation set forth in this Section 10.1 shall not eliminate the implied contractual covenant of good faith and fair dealing. Without limiting the foregoing, no Covered Person acting in accordance with this Agreement shall be liable to the Company, any Subsidiary of the Company, any Member or any of their respective Affiliates for their good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they eliminate or restrict the duties of a

Covered Person otherwise existing at law or in equity, are agreed by all parties hereto to replace such other duties to the greatest extent permitted under applicable law.

2. Exculpation. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by applicable law, none of the Common Members, their Affiliates nor the Company's officers, directors, stockholders, Managers, partners, employees, Affiliates, representatives or agents (individually, a "**Covered Person**" and, collectively, the "**Covered Persons**") shall be liable to the Company or any other person for any claims, expenses (including reasonable attorneys' fees and disbursements), judgments, fines, penalties, interest, amounts paid in settlement or other monetary damages incurred by such Covered Person (a) by reason of any act or omission performed or omitted by such Covered Person in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement in his or her capacity as such or (b) otherwise arising out of or relating to the Company or its Affiliates, or their respective businesses, affairs and liabilities, except that a Covered Person shall be liable for any such claims, expenses, judgments, fines, penalties, interest, amounts paid or settlements if and to the extent that a court of competent jurisdiction has entered a final, non-appealable judgment that, in respect of the matter in question, the Covered Person has engaged in fraud or willful misconduct; provided, however, that nothing herein shall eliminate liability for a bad faith violation of the implied contractual covenant of good faith and fair dealing; provided, further, that nothing herein shall eliminate a party's liability for breach of any provision of this Agreement. To the maximum extent permitted by law, the Person bringing a claim against any Covered Person shall bear the burden of establishing a prima facie case that a Covered Person is not entitled to the benefit of the exculpation provisions set forth in this Section 10.2. A Covered Person shall, in the performance of his or her duties, or in taking any action (or omitting to take any action) or in connection with any consent or approval given or withheld, or otherwise relating to the Company or its business and affairs, be fully protected in relying in good faith upon the records of the Company or any of its Affiliates and upon such information, opinions, reports or statements presented to the Company or any of its Affiliates by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company or any of its Affiliates, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid. For the avoidance of doubt, nothing set forth in this Section 10.2 shall be deemed to modify, qualify or otherwise diminish any elimination, restriction or waiver of fiduciary duties that is expressly set forth in this Agreement, including pursuant to Section 10.1.

3. Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, penalties, interest, amounts paid in settlements and other amounts ("**Indemnified Costs**") incurred in connection with, or arising out of, any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative (including an action by or in the right of the Company), and whether formal or informal and including appeals ("**Claims**"), in which such Covered Person is, was or may be involved, or is threatened to be involved, as a party, a witness or otherwise, by reason of such Person's status as a Covered Person, whether arising out of or relating to any act or omission performed or omitted, or any consent or approval given or withheld, by such Covered Person or otherwise arising out of or relating to the Company or any of its Affiliates, and their respective businesses, affairs and liabilities, except that no Covered Person shall be entitled to be indemnified and held harmless in respect of any Indemnified Cost incurred by such Covered Person if and to the extent that a court of competent jurisdiction has

entered a final, non-appealable judgment that, in respect of the matter for which the Covered Person is seeking indemnification pursuant to this Section 10.3, the Covered Person engaged in fraud or willful misconduct; provided, however, that nothing herein shall eliminate liability for a bad faith violation of the implied contractual covenant of good faith and fair dealing. Notwithstanding the foregoing, the Company shall not be required to indemnify a Covered Person in connection with any Claim commenced (i) by such Covered Person, unless the commencement of such claim, demand, action, suit or proceeding by such Covered Person was authorized by the Board or (ii) by the Company against such Covered Person upon the prior approval of the Board, in each case, except if and to the extent that such Covered Person is successful on the merits in a final, non-appealable determination by a court of competent jurisdiction. For the avoidance of doubt, nothing set forth in this Section 10.3(a), shall be deemed to modify, qualify or otherwise diminish any elimination, restriction or waiver of fiduciary duties that is expressly set forth in this Agreement, including pursuant to Section 10.1.

(b) Expenses, including reasonable attorneys' fees and expenses, incurred by any Covered Person in connection with any Claim for which indemnification is available under Section 10.3 shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 10.3.

(c) The indemnification and advancement of expenses provided by or granted pursuant to this Section 10.3 shall not be deemed exclusive or in limitation of, and shall be in addition to and cumulative with, any other rights to which a Covered Person may be entitled under any agreement, as a matter of law or equity, or otherwise, both as to an action in the Covered Person's capacity as a Covered Person, and as to an action in another capacity, and shall continue as to a Covered Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of each Covered Person. A Covered Person shall not be denied indemnification in whole or in part under this Section 10.3 solely because the Covered Person had an interest in the transaction with respect to which the indemnification applies if the transaction was not otherwise prohibited by the terms of this Agreement. If this Section 10.3 or any portion hereof shall be invalidated on any ground by a final, non-appealable determination by a court of competent jurisdiction, the Company shall nevertheless indemnify each Covered Person, to the fullest extent permitted by applicable law and any applicable portion of this Section 10.3 that shall not have been so invalidated.

4. Amendments

. The provisions of this Article 10 shall be deemed to be a contract between the Company and each Covered Person for so long as they and the relevant provisions of applicable law remain in effect, and no repeal or modification of such provisions or any other provision hereof shall in any manner terminate, reduce, impair or otherwise adversely affect any rights of any past, present or future Covered Person pursuant to this Article 10, including the right to indemnification and to the advancement of expenses, nor the obligations of the Company to indemnify or advance the expenses, of a Covered Person under and in accordance with the terms thereof as in effect immediately prior to the time of such repeal or modification with respect to any claims arising from or relating to matters occurring, in whole or in part, prior to such repeal or modification, regardless of when such claims may arise or be asserted, and provided such Person became a Covered Person hereunder prior to such repeal or modification. In the event that the Company or any of its successors or assigns (i) consolidates with or merges into any other Person and is not

the continuing or surviving company or entity of such consolidation or merger, (ii) transfers or conveys all or substantially all of its properties and assets to any Person or (iii) is dissolved, then, in each such case, proper provision shall be made so that the successors and assigns of the Company shall assume all of the obligations of the Company set forth in Section 10.2 and Section 10.3.

ARTICLE 11
BOOKS AND RECORDS

1. Books and Records

. The Company shall maintain complete and accurate books and records of the Company. The rights of each Member to information under this Section 11.1 shall replace, to the fullest extent permitted by law, any and all rights to information that such Member may otherwise have under Section 18-305(a) of the Act. Each Member shall have the right, at its own expense, to inspect and copy, during normal business hours upon reasonable prior written notice to the Board, the books and records of the Company; provided that (a) such right shall be limited to one inspection per Fiscal Year per Member or group of affiliated Members; (b) the Company shall not be required to disclose information that is protected by attorney-client privilege or attorney work product doctrine; and (c) the Company shall not be required to disclose information the disclosure of which is prohibited by applicable law or any binding agreement to which the Company is a party or that is determined by the Board in its sole discretion to be competitively sensitive. Beginning with the fiscal quarter ending June 30, 2026, the Company shall furnish to each Preferred Member, within ninety (90) days after the end of each fiscal quarter, the unaudited consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of operations and of cash flows for such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year (subject to normal year-end audit adjustments and the absence of footnotes).

ARTICLE 12
TAX MATTERS

1. Classification

. The Company shall be classified as an association taxable as a corporation for United States federal and state income Tax purposes. The Company shall not make any election, or take any other action, to change such classification without the prior written consent of the Required Preferred Members while any Preferred Interests remain outstanding.

ARTICLE 13
MISCELLANEOUS

1. Further Assurances

. The Members shall execute and deliver all documents, instruments and certificates, provide all information, and take or refrain from taking all such further actions as may be reasonably

necessary or appropriate to achieve the purposes of this Agreement and effect the provisions hereof, as determined by the Board.

2. Title to Company Assets

. The Company's assets will be deemed to be owned by the Company as an entity, and no Member, individually or collectively, will have any ownership interest in any Company asset or any portion thereof.

3. Amendments

. While any Preferred Interests remain outstanding, amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Required Preferred Members (other than an amendment, modification or repeal to cure any ambiguity or correct any *bona fide* mistake, omission, defect or inconsistency, which such amendment, modification or repeal shall be approved in writing by the Original Member); provided that any amendments, modifications, repeals or waivers of this Agreement that adversely affect the rights, preferences, privileges or powers of the Common Interests shall require the prior written consent of the Original Member. From and after the date on which no Preferred Interests remain outstanding, amendments to this Agreement and to the Certificate Formation shall be approved in writing by the Original Member. An amendment shall become effective as of the date specified in the approval of the Required Preferred Members or the Original Member, as applicable, or, if none is specified, as of the date of such approval or as otherwise provided in the Act.

4. Successors and Assigns

. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Company and its Members, whether so expressed or not.

5. Severability

. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the applicable of such a provision to any Person or circumstance, is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Notices

. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (a) delivered personally to the recipient, (b) sent to the recipient by reputable express courier service (charges prepaid), (c) mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid or (d) emailed to the recipient if emailed before 5:00 p.m.,

New York, New York time, on a business day, and otherwise on the next business day (provided that, in each case, the sending party does not receive an automatically generated message from the recipient's email server that such email could not be delivered to such recipient). Such notices, demands and other communications shall be sent to the following addresses:

If to the Company, to:
NFE FLNG 2 Parent LLC
111 W. 19th Street, 8th Floor
New York, New York 10011
Attention: General Counsel
Email: legal@newfortressenergy.com

and if to any of the Members, to the addresses or electronic mail addresses set forth beside each of such Members' respective names on Schedules A and B, or to such other address or electronic mail address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

7. Complete Agreement

. This Agreement, the documents expressly referred to herein, and the related documents of even date herewith embody the complete agreement and understanding among the parties hereto and terminate, supersede and preempt any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

8. Specific Performance

. The parties hereto acknowledge and agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the parties do not perform any provision of this Agreement in accordance with its specified terms or otherwise breach such provisions. Accordingly, a non-breaching party shall be entitled to seek specific performance (including an injunction or other equitable relief) to prevent breaches or threatened breaches of this Agreement and the specific enforcement of the terms and provisions hereof by the parties hereto, in addition to any other remedy to which they are entitled in law or in equity, without the need to prove actual harm. Each of the parties hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law. Any party seeking an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such injunction.

9. Governing Law; Jurisdiction.
(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

(b) To the maximum extent permitted by applicable law, any legal suit, action or proceeding against any of the Members arising out of or relating to this Agreement shall be instituted in the Delaware Court of Chancery, and each Member hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery, in any such suit, action or proceeding, provided, if (and only if) the Delaware Court of Chancery, does not have jurisdiction over such suit, action or proceeding or otherwise declines to hear such suit, action or proceeding, such suit, action or proceeding shall be instituted in any federal or state court in the State of Delaware, and each Member hereby irrevocably submits to the exclusive jurisdiction of any such court in any such suit, action or proceeding. Each Member hereby agrees to venue in such courts and hereby waives, to the fullest extent permitted by law, any claim that any such action or proceeding was brought in an inconvenient forum.

10. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH MEMBER HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day first above written.

NFE FLNG 2 PARENT LLC

/s/ Kevin Sullivan
Name: Kevin Sullivan
Title: Authorized Signatory

[*Signature Page to A&R LLC Agreement (NFE FLNG 2 Parent LLC)*]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day first above written.

NEW FORTRESS ENERGY INC.

/s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Co-General Counsel

[*Signature Page to A&R LLC Agreement (NFE FLNG 2 Parent LLC)*]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement, on behalf of the Lenders, as of the day first above written, pursuant to the power of attorney granted to the undersigned in Clause 3 of the CoreCo Plan.

NFE GLOBAL HOLDINGS LIMITED

/s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

[*Signature Page to A&R LLC Agreement (NFE FLNG 2 Parent LLC)*]

[*Signature Page to A&R LLC Agreement (NFE FLNG 2 Parent LLC)*]

SCHEDULE A

Common Members

Name	Address for Notice	Common Interests
New Fortress Energy Inc.	c/o New Fortress Energy 111 West 19th Street, 8th Floor New York, NY 10011	100%

SCHEDULE B

Preferred Members

Name	Address for Notice	Preferred Interests
Cede & Co.	c/o The Depository Trust Company 140 58th Street Brooklyn, NY 11220	100%

SCHEDULE C

Managers Schedule

Name
William P. Wall
Anthony Abate
Steven Pully

SEPARATION AGREEMENT

by and among

NFE BRAZIL HOLDINGS LIMITED,

BRADFORD COUNTY HOLDINGS LIMITED

and

NEW FORTRESS ENERGY INC.

Dated as of September 11, 2026

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SEPARATION AGREEMENT

SEPARATION AGREEMENT (this "Agreement"), dated as of September 11, 2026, by and among New Fortress Energy Inc., a Delaware corporation ("CoreCo"), NFE Brazil Holdings Limited, a Bermuda exempted company limited by shares ("NFE Brazil") and Bradford County Holdings Limited, a Bermuda exempted company limited by shares ("Bradford HoldCo", and together with NFE Brazil, "BrazilCo"). Each of CoreCo and BrazilCo is sometimes referred to herein as a "Party", and collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, CoreCo, acting through its direct and indirect Subsidiaries, currently conducts (a) the BrazilCo Business and (b) the CoreCo Business;

WHEREAS, CoreCo and certain of its Subsidiaries have entered into that certain Restructuring Support Agreement, dated as of March 17, 2026 (the "RSA"), pursuant to which CoreCo, certain of its Subsidiaries and the Supporting Creditors (as defined therein) have agreed to support a comprehensive restructuring of CoreCo's indebtedness (the "Restructuring"), which shall be implemented in accordance with the Restructuring Plan;

WHEREAS, pursuant to the RSA, the Restructuring Plan and the Transaction Implementation Deed, CoreCo will, or will cause its applicable Subsidiary or Subsidiaries to, Transfer (a) one hundred percent (100%) of the membership interests of Bradford County Real Estate Partners LLC, a Delaware limited liability company ("Bradford County LLC"), to Bradford HoldCo (the "Bradford County LLC Transfer"), (b) 94.2977% of the common shares of NFE Brazil, par value one cent ($0.01) per share (the "NFE Brazil Equity"), to the 2029 New Noteholders and 5.0723% of the NFE Brazil Equity to the RCF-2/TLA Holders, (c) one hundred percent (100%) of the common shares of Bradford HoldCo, par value one cent ($0.01) per share (the "Bradford HoldCo Equity"), to the 2029 New Noteholders (clauses (b) and (c) together, the "BrazilCo Equity Transfer"), and (d) one hundred percent (100%) of the interests in the Series I Loan Debt and the Series II Loan Debt to the 2029 New Noteholders, in full satisfaction of the 2029 New Notes and in partial satisfaction of the R-2 Revolving Credit Facility Debt and the Term Loan A Debt at the Closing;

WHEREAS, in order to effect the separation of the BrazilCo Business from the CoreCo Business, the Board of Directors of CoreCo has determined that it is appropriate, desirable and in the best interests of CoreCo and its stockholders (a) to undertake a series of transactions with respect to the allocation and transfer or assignment of Assets and Liabilities, including by means of the Conveyancing and Assumption Instruments, resulting in (i) CoreCo and/or one or more members of the CoreCo Group, collectively, owning all of the CoreCo Assets, assuming or retaining (or indemnifying the BrazilCo Indemnitees against) all of the CoreCo Liabilities and, except as provided in any Ancillary Agreement, operating the CoreCo Business, and (ii) BrazilCo and/or one or more members of the BrazilCo Group, collectively, owning all of the BrazilCo Assets, assuming or retaining (or indemnifying the CoreCo Indemnitees against) all of the BrazilCo Liabilities and, except as provided in any Ancillary Agreement, operating the BrazilCo Business, in each case (such transactions described in this clause (a), the "Internal

Reorganization"), and (b) for CoreCo to effect, or cause to effect, the BrazilCo Equity Transfer; and

WHEREAS, each of CoreCo and BrazilCo has determined that it is necessary and desirable to agree to the corporate transactions required to effect the Internal Reorganization (to the extent not already effected prior to the date hereof) and the BrazilCo Equity Transfer and to agree to other agreements that will govern certain other matters following the Effective Time.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

Article I

DEFINITIONS AND INTERPRETATION

1. General. As used in this Agreement, the following terms shall have the following meanings:

(1) "2029 New Noteholders" shall mean the holders of the 2029 New Notes.

(2) "2029 New Notes" shall have the meaning set forth in the RSA.

(3) "Acceptable Alternative Arrangement" shall have the meaning set forth in Section 2.2(c)(i).

(4) "Action" shall mean any demand, action, claim, cause of action, suit, countersuit, arbitration, audit, examination, inquiry, case, litigation, subpoena, proceeding or investigation (whether civil, criminal or administrative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal or authority.

(5) "Adverse Tax Effect" shall have the meaning set forth in Section 4.9(g).

(6) "Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the avoidance of doubt, notwithstanding the foregoing, in no event shall (a) any member of the CoreCo Group or BrazilCo Group be considered an Affiliate of any investment fund affiliated with Fortress Investment Group, LLC, or any portfolio company of any investment fund affiliated with Fortress Investment Group, LLC, (b) any investment fund affiliated with Fortress Investment Group, LLC, or any portfolio company of any investment fund affiliated with Fortress Investment Group, LLC, be considered to be an Affiliate of any member of the CoreCo Group or BrazilCo Group, (c) any member of the CoreCo Group or BrazilCo Group be considered an Affiliate of Capital Research and Management Company or any of the funds that it or its affiliates advise, sub-advise or manage, or any accounts or sub-accounts that Capital Research and Management Company or any of the funds that it or its affiliates advise, sub-advise or manage, or (d) Capital Research and Management Company or any of the funds that it or its affiliates advise, sub-advise or manage, or any accounts or sub-accounts that Capital Research and Management Company or any of the funds that it or its affiliates advise, sub-advise or manage, be considered to be an Affiliate of any member of the CoreCo Group or BrazilCo Group. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether

through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of CoreCo or CoreCo's stockholders prior to the Effective Time.

(7) "Agreement" shall have the meaning set forth in the preamble hereto.

(8) "Ancillary Agreements" shall mean all of the written Contracts, instruments, assignments or other arrangements (other than this Agreement) entered into in connection with the transactions contemplated hereby, including the Transition Services Agreement and any other agreements to be entered into by and between any member of the BrazilCo Group and any member of the CoreCo Group, at, prior to or after the Closing in connection with the Closing, but shall exclude the Conveyancing and Assumption Instruments.

(9) "Arbitral Tribunal" shall have the meaning set forth in Section 7.1(c)(i).

(10) "Assets" shall mean all right, title and ownership interests in and to all properties, claims, Contracts, businesses or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

(11) "Assume" shall have the meaning set forth in Section 2.2(b).

(12) "Audited Party" shall have the meaning set forth in Section 4.1(c).

(13) "Benefit Plan" shall mean each "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject thereto), and all other employment, consulting, severance, termination, retirement, profit sharing, pension, savings, bonus, commission, incentive, deferred compensation, retention or change in control plan, program, arrangement, agreement or commitment, or stock option, restricted equity or other equity or equity-based, life, health, disability, accident, medical, insurance, vacation, other welfare fringe benefit or any other compensation or benefit plan, program, arrangement, agreement, fund or commitment.

(14) "Bradford County LLC" shall have the meaning set forth in the recitals hereto.

(15) "Bradford County LLC Transfer" shall have the meaning set forth in the recitals hereto.

(16) "Bradford HoldCo" shall have the meaning set forth in the preamble hereto.

(17) "Bradford HoldCo Equity" shall have the meaning set forth in the recitals hereto.

(18) "Brazil Parent" shall mean NFE Brazil Investments LLC, a Delaware limited liability company.

(19) "BrazilCo" shall have the meaning set forth in the preamble hereto.

(20) "BrazilCo Accounts" shall have the meaning set forth in Section 2.11(a).

(21) "BrazilCo Assets" shall mean any and all right, title and interest in and to the following Assets of (x) any member of the BrazilCo Group at the time of the Closing, and (y) any member of the CoreCo Group at the time of the Closing:

(i) (A) all interests in the capital stock of, or any other equity interests in, the members of the BrazilCo Group (other than BrazilCo) set forth on Schedule 1.1(33), and (B) the interests in the capital stock of, or any other equity, partnership, membership, joint venture and similar interests in the Persons as set forth on Schedule 1.1(21)(i) under the caption "Joint Ventures and Minority Interests" (the "BrazilCo Joint Ventures and Minority Investments"), and in each case (clauses (A) and (B)), any and all rights related thereto;

(ii) the Assets set forth on Schedule 1.1(21)(ii);

(iii) the employees who provide services to BrazilCo and are employed by BrazilCo (the "BrazilCo Employees");

(iv) the sponsorship of and all Assets of any BrazilCo Benefit Plan;

(v) any and all rights and interests of the BrazilCo Group under this Agreement;

(vi) (A) all rights, title and interest in and to the owned real property set forth on Schedule 1.1(21)(vi)(A), including, in each case, all land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, all rights or permits related to the storage or sale of any petrochemicals or other similar commodities, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith (except to the extent otherwise set forth on Schedule 1.1(21)(vi)(A) under the heading "Other Parties in Possession") (the "BrazilCo Specified Owned Real Property") and (B) all rights, title and interest in, and to and under the leases or subleases of the real property set forth on Schedule 1.1(21)(vi)(B), including, in each case, to the extent provided for in such leases, any land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, all rights or permits related to the storage or sale of any petrochemicals or other similar commodities, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances (except to the extent otherwise set forth on Schedule 1.1(21)(vi)(B) under the heading "Other Parties in Possession") (the "BrazilCo Specified Leased Real Property", and together with the BrazilCo Specified Owned Real Property, the "BrazilCo Real Property");

(vii) any and all BrazilCo Shared Contracts; provided, however, that any such BrazilCo Shared Contracts shall be subject to Section 2.2(c);

(viii) any and all (A) Intellectual Property (including Intellectual Property rights in or to Plant Operating Documents, Engineering Models and Databases and other Know-How, and excluding IT Assets (which for clarity is governed by Section 1.1(21)(x)), Patents and Trademarks), in each case, owned by CoreCo or BrazilCo, or any of their respective Affiliates, that is exclusively related to, or exclusively used or held for use in, the conduct of the BrazilCo Business, and (B) Patents or Trademarks set forth on Schedule 1.1(21)(viii)(B); provided that no domain names, social media accounts or addresses or favicons that include or incorporate any CoreCo House Mark or any variation or derivation thereof shall constitute a BrazilCo Asset;

(ix) any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any BrazilCo Liability;

(x) any and all IT Assets owned, licensed to or by, or held by CoreCo or BrazilCo, or any of their respective Affiliates, that are exclusively related to, or exclusively used or held for use in, the conduct of the BrazilCo Business, in each case, excluding any IT Assets that are "end user devices";

(xi) any and all IT Assets that are "end user devices" (e.g., mobile phones, laptop computers, desktop computers and tablets, as well as associated peripherals) and which are assigned (formally or *de facto* (which, for the avoidance of doubt, does not include computers commonly used by a specific individual but that are part of a computer room or other shared computing space)) exclusively to any BrazilCo Employee, excluding any and all IT Assets constituting Contracts or which are leased by Contract;

(xii) any and all BrazilCo Contracts (other than those that constitute IT Assets);

(xiii) subject to Section 6.10, and other than Intellectual Property and IT Assets, any and all Information exclusively related to the BrazilCo Business, and, to the extent not exclusively related to the BrazilCo Business, any and all (A) Information to the extent related to the BrazilCo Business or any BrazilCo Asset or BrazilCo Liability, (B) books and records held at the BrazilCo Real Property and (C) corporate or similar legal entity books and records of any Person described in clause (i) of this definition of "BrazilCo Assets" (subject to any agreements with third parties as to the ownership of corporate or similar legal entity books and records for any BrazilCo Joint Ventures and Minority Investments);

(xiv) any and all Permits, Consents and Registrations, in each case, that are exclusively related to, used in or held for use in the conduct of the BrazilCo Business;

(xv) all Tax refunds and Tax attributes of any member of the BrazilCo Group (clauses (i) through (xv), the "Specified BrazilCo Assets");

(xvi) if and to the extent not constituting a Specified CoreCo Asset or a Specified BrazilCo Asset, subject to the express terms thereof:

(a) any and all rights, title and interest in, and to, any Asset (excluding IT Assets and Intellectual Property) of CoreCo or any of its Subsidiaries as of immediately prior to the Closing that is not related to any Business (other than in a *de minimis* respect) (e.g., corporate or enterprise-wide Assets) set forth on Schedule 1.1(21)(xvi)(a);

(b) (I) any and all Cash and Cash Equivalents, notes, interest receivables and other financial assets owned by any member of the BrazilCo Group, and (II) any and all derivative instruments owned by any member of the BrazilCo Group and held in accounts titled in the name of a member of the BrazilCo Group;

(c) any and all accounts and notes receivable to the extent related to the BrazilCo Business, including those set forth on Schedule 1.1(21)(xvi)(c);

(d) any and all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case, to the extent they are (I) related to, used or held for use in, or arise out of, the operation or conduct of the BrazilCo Business (including, for the avoidance of doubt, such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the CoreCo Group to the extent they are related to, used or held for use in, or arise out of, the operation or conduct of the BrazilCo Business), and/or (II) owned by a member of the BrazilCo Group, and are not related to any Business (other than in a *de minimis* respect);

(e) any and all furniture that is not related to any Business (other than in a *de minimis* respect) if, at the time of the Closing, such furniture is held at any BrazilCo Specified Owned Real Property or, except as may be provided pursuant to the terms of a lease with any Person other than the Parties and their respective Group members and Affiliates, BrazilCo Specified Leased Real Property; and

(f) any and all rights, claims, causes of action and credits to the extent relating to any BrazilCo Asset that do not relate to any Business (other than in a *de minimis* respect) and do not relate to any CoreCo Liability (other than in a *de minimis* respect), including those arising under any guaranty, warranty, indemnity, right of recovery, right of set-off or similar right; and

(xvii) if and to the extent not addressed by the Assets described in clauses (i) through (xvi) of this definition, subject to the express terms thereof, any and all Assets primarily or exclusively related to, used in or held for use in the conduct of the BrazilCo Business, including in the following categories, but, in each case, excluding Intellectual Property, IT Assets, the Specified CoreCo Assets and the Assets described in clause (xiv) of the definition of "CoreCo Assets":

(a) except for IT Assets and BrazilCo Inventory, any and all tangible personal property and interests therein, including machinery, furniture, tools, equipment, vehicles, in each case, that are primarily or exclusively related to, used in or held for use in the conduct of the BrazilCo Business;

(b) any and all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories, in each case, that are primarily or exclusively related to, used in or held for use in the conduct of the BrazilCo Business (the "BrazilCo Inventory"); and

(c) any and all interests in the capital stock of, or other equity interests in, any Person that is not a member of the BrazilCo Group or CoreCo Group that, in each case, is primarily or exclusively related to, used in or held for use in the conduct of the BrazilCo Business.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of CoreCo Assets, such inconsistency shall be resolved using the following order of precedence: (i) any Specified BrazilCo Asset listed on Schedules 1.1(21)(i), 1.1(21)(ii), 1.1(21)(vi)(A) and (B) (except to the extent otherwise set forth on Schedules 1.1(21)(vi)(A) and (B) under the heading "Other Parties in Possession") and 1.1(21)(viii)(B) constitutes a BrazilCo Asset, (ii) any Shared Contract listed on Schedule 1.1(40) constitutes a BrazilCo Asset (subject to Section 2.2(c)), (iii) any Asset listed on Schedule 1.1(21)(xvi)(a) shall give rise to a rebuttable presumption in favor of BrazilCo that such Asset is not related to any Business (other than in a *de minimis* respect) and (iv) any Asset listed on Schedule 1.1(21)(xvi)(c) constitutes a BrazilCo Asset. Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' Insurance Policies, and any assignment of rights to coverage under such Insurance Policies is governed by Article VIII herein.

(22) "BrazilCo Benefit Plan" means each Benefit Plan sponsored, maintained or contributed to by any member of the BrazilCo Group.

(23) "BrazilCo Business" shall mean (i) the business, activities and operations (whether covered independently or in association with one or more third parties through a partnership, joint venture or other mutual enterprise) in or with respect to the production, manufacture, supply, marketing and sale of natural gas and liquefied natural gas and the construction of liquefied natural gas receiving terminals and gas-fired power plants, in each case, as conducted in Brazil, and as conducted prior to the Closing by any member of the CoreCo Group or BrazilCo Group (or any of their current or former Affiliates, Subsidiaries, divisions, businesses or predecessors), and (ii) the business, activities and operations of Bradford HoldCo.

(24) "BrazilCo Contracts" shall mean Contracts to which CoreCo or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, which fall within any of the following categories:

(i) any and all Contracts that relate exclusively to the BrazilCo Business, the BrazilCo Assets and/or the BrazilCo Liabilities; and

(ii) any and all Contracts to which CoreCo or any of its Subsidiaries was a party as of the time of the Closing (and any amendments, extensions or replacements thereof) that are not related in any respect (other than in a *de minimis* respect) to any Business and are set forth on Schedule 1.1(21)(xvi)(a) (the "BrazilCo Specified Corporate Contracts").

(25) "BrazilCo Controlled Existing Actions" shall have the meaning set forth in Section 5.9(b).

(26) "BrazilCo CSIs" shall have the meaning set forth in Section 2.10(d).

(27) "BrazilCo Discontinued and/or Divested Operations and Business Liabilities" shall mean any and all Liabilities to the extent arising out of or related to any BrazilCo Discontinued and/or Divested Operations and Businesses of any member (at any point in time) of CoreCo (or any of their respective predecessors).

(28) "BrazilCo Discontinued and/or Divested Operations and Businesses" shall mean (a) the companies, businesses, business units, product lines or business operations set forth on

Schedule 1.1(28)(a) and (b) any Discontinued and/or Divested Operations and Businesses that, at the time of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation thereof, were managed in all but *de minimis* respects by or exclusively associated with the BrazilCo Business or any portion thereof as then conducted.

(29) "BrazilCo Employees" shall have the meaning set forth in the definition of "BrazilCo Assets".

(30) "BrazilCo Environmental Liabilities" means (a) any and all Environmental Liabilities to the extent related to, arising out of or resulting from any ownership or operation of any BrazilCo Real Property; (b) any and all Environmental Liabilities to the extent related to, arising out of, or resulting from the operation or conduct of the BrazilCo Business; (c) any and all Legacy BrazilCo Environmental Liabilities; and (d) any and all Off-Site Environmental Liabilities to the extent related to, arising out of or resulting from wastes generated by the BrazilCo Business or at the BrazilCo Real Property.

(31) "BrazilCo Equity Transfer" shall have the meaning set forth in the recitals hereto.

(32) "BrazilCo Financing Arrangements" shall mean the financing arrangements described on Schedule 1.1(32).

(33) "BrazilCo Group" shall mean BrazilCo, and each Person (other than any member of the CoreCo Group) that is a direct or indirect Subsidiary of BrazilCo immediately prior to the Closing (but after giving effect to the Internal Reorganization), in each case, identified as such on Schedule 1.1(33), and each Person that becomes a Subsidiary of BrazilCo following the Closing.

(34) "BrazilCo Indemnitees" shall mean each member of the BrazilCo Group and each of their Affiliates from and after the Effective Time and each member of the BrazilCo Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(35) "BrazilCo Inventory" shall have the meaning set forth in the definition of "BrazilCo Assets".

(36) "BrazilCo Joint Ventures and Minority Investments" shall have the meaning set forth in the definition of "BrazilCo Assets".

(37) "BrazilCo Legacy Site" shall mean any (a) site or plant (or portion thereof) set forth on Schedule 1.1(37)(a) and (b) other Legacy Site that, at the time of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation thereof, was managed in all but *de minimis* respects by or exclusively associated with the BrazilCo Business or any portion thereof as then conducted.

(38) "BrazilCo Liabilities" shall mean any and all Liabilities of (x) any member of the BrazilCo Group at the time of the Closing, and/or (y) any member of the CoreCo Group at the time of the Closing, in each case of clause (x) or (y), in the following categories and regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3) regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the BrazilCo Group or CoreCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates, and (4) which entity is named in any Action associated with any Liability:

(i) any and all Liabilities that are expressly assumed by or allocated to the BrazilCo Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the BrazilCo Group under this Agreement or any Ancillary Agreement, including those pursuant to Section 9.5 hereof;

(ii) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from (A) the Financing Disclosure Documents in connection with any offer for sale or registration of the Transfer or distribution of securities or indebtedness of the BrazilCo Group, including in connection with the BrazilCo Financing Arrangements, except for statements expressly relating to the CoreCo Business, or (B) the BrazilCo Financing Arrangements;

(iii) any and all of the Liabilities set forth on Schedule 1.1(38)(iii);

(iv) any and all BrazilCo Environmental Liabilities;

(v) other than BrazilCo Environmental Liabilities, any and all BrazilCo Discontinued and/or Divested Operations and Business Liabilities;

(vi) any and all Liabilities to the extent related to, arising out of or resulting from the BrazilCo Specified Corporate Contracts;

(vii) any and all Liabilities in respect of Taxes of any member of the BrazilCo Group for any taxable period;

(viii) any and all Liabilities in respect of Transfer Taxes arising in connection with the transactions contemplated by this Agreement that are apportioned to BrazilCo pursuant to Section 4.9(a);

(ix) any and all Liabilities relating to, arising out of or resulting from any (x) indemnification obligations to any current or former director or officer of the BrazilCo Group and/or (y) ownership of the BrazilCo Joint Ventures and Minority Investments, including any Liabilities relating to, arising out of or resulting from any credit agreement, guarantee, indemnity or Credit Support Instrument given or obtained for the benefit of any BrazilCo Joint Venture and Minority Investment;

(x) any and all Liabilities related to, arising out of or resulting from (a) the Actions set forth on Schedule 1.1(38)(x)(a) or any other Actions exclusively related to the BrazilCo Business, BrazilCo Assets or (without giving effect to this Section 1.1(38)(x)) BrazilCo Liabilities and (b) (1) the Joint Actions set forth on Schedule 1.1(38)(x)(b) or (2) any other Action that is not exclusively related to the BrazilCo Business, BrazilCo Assets or (without giving effect to this Section 1.1(38)(x)) BrazilCo Liabilities, or the CoreCo Business, CoreCo Assets or (without giving effect to Section 1.1(74)(ix)) CoreCo Liabilities, for which the claim underlying such Action would constitute (without giving effect to this clause (b)) in part both a CoreCo Liability and a BrazilCo Liability (excluding those Actions set forth on Schedule 1.1(38)(x)(b)), but in the case of each of clauses (b)(1) and (b)(2), to the extent related to the BrazilCo Business or the BrazilCo Assets or (without giving effect to this Section 1.1(38)(x)) the BrazilCo Liabilities;

(xi) any and all Liabilities related to, arising out of or resulting from (A) any current or former employee or other service provider of any member of the BrazilCo Group, whether occurring prior to, on or following the Closing, (B) any BrazilCo Employees, whether occurring prior to, on or following the Closing, and (C) BrazilCo Benefit Plans;

(xii) any and all Liabilities for Indebtedness of the BrazilCo Group or of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of Indebtedness of the CoreCo Group that was incurred by any member of the BrazilCo Group (and any such Indebtedness guaranteed by any of CoreCo's Subsidiaries that is a member of the BrazilCo Group) (clauses (i) through (xii) of this Section 1.1(38), the "Specified BrazilCo Liabilities");

(xiii) unless constituting a Specified CoreCo Liability or a Specified BrazilCo Liability, subject to the express terms thereof, any and all checks issued but not drawn and accounts payable to the extent related (other than in *de minimis* respects) to the BrazilCo Business, including those set forth on Schedule 1.1(38)(xiii); and

(xiv) if and to the extent not addressed by the Liabilities described in clauses (i) through (xiii) of this definition, any and all Liabilities to the extent relating to, arising out of or resulting from the operation or conduct of the BrazilCo Business, including in the following categories, but in each case, excluding the Specified CoreCo Liabilities and the Liabilities described in clause (xii) of the definition of CoreCo Liabilities:

(a) any and all Liabilities to the extent related to, arising out of or resulting from any of the BrazilCo Contracts; and

(b) any and all Liabilities to the extent related to, arising out of or resulting from any of the BrazilCo Assets (other than Specified CoreCo Liabilities).

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of CoreCo Liabilities, such inconsistency shall be resolved using the following order of precedence: (i) any Specified BrazilCo Liability listed on Schedules 1.1(38)(iii), 1.1(38)(x)(a) and 1.1(38)(x)(b) constitutes a BrazilCo Liability and (ii) any Liability listed on Schedule 1.1(38)(xiii) constitutes a BrazilCo Liability. In addition, the allocation set forth in clause (iv) of this definition of "BrazilCo Liabilities" is not intended to affect or impact the share of any such Environmental Liability attributable to third parties.

(39) "BrazilCo Real Property" shall have the meaning set forth in the definition of "BrazilCo Assets".

(40) "BrazilCo Shared Contracts" shall mean any and all Shared Contracts set forth on Schedule 1.1(40), but excluding any BrazilCo Specified Corporate Contract or any CoreCo Specified Corporate Contract.

(41) "BrazilCo Specified Leased Real Property" shall have the meaning set forth in the definition of "BrazilCo Assets".

(42) "BrazilCo Specified Owned Real Property" shall have the meaning set forth in the definition of "BrazilCo Assets".

(43) "Business" shall mean (a) with respect to BrazilCo, the BrazilCo Business, or (b) with respect to CoreCo, the CoreCo Business.

(44) "Business Day" shall mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in The City of New York.

(45) "Cash and Cash Equivalents" shall mean (a) cash and (b) checks, certificates of deposit having a maturity of less than one year, money orders, bills of exchange, marketable securities, money market funds, commercial paper, short-term instruments, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Entity, minus the amount of any outbound checks, plus the amount of any deposits in transit.

(46) "Chair" shall have the meaning set forth in Section 7.1(c)(i).

(47) "Closing" shall mean the consummation of the BrazilCo Equity Transfer.

(48) "Closing Date" shall mean the date on which the Closing occurs.

(49) "Code" shall mean the United States Internal Revenue Code of 1986, as amended.

(50) "Collective Benefit Services" shall have the meaning set forth in Section 6.7(a).

(51) "Commission" shall mean the United States Securities and Exchange Commission.

(52) "Confidential Information" shall mean all nonpublic, confidential or proprietary Information concerning a Party and/or its Subsidiaries or with respect to BrazilCo, the BrazilCo Business, any BrazilCo Asset or any BrazilCo Liabilities, or with respect to CoreCo, the CoreCo Business, any CoreCo Assets or any CoreCo Liabilities, which, prior to or following the Effective Time, has been disclosed by a Party or its Subsidiaries to the other Party or its Subsidiaries, or otherwise has come into the possession of, the other, including pursuant to the access provisions of Article VI or any other provision of this Agreement, including any data or documentation resident, existing or otherwise provided in a database or in a storage medium, permanent or temporary, intended for confidential, proprietary and/or privileged use by a Party (except to the extent that such Information can be shown to have been (a) in the public domain or known to the public through no fault of the receiving Party or its Subsidiaries, (b) lawfully acquired by the receiving Party or its Subsidiaries from other sources not known to be subject to confidentiality obligations with respect to such Confidential Information or (c) independently developed by the receiving Party or its Subsidiaries after the Closing without reference to or use of any Confidential Information). As used herein, by example and without limitation, Confidential Information shall mean any Information of a Party marked as confidential, proprietary and/or privileged.

(53) "Consents" shall mean any consents, waivers, notices, reports or other filings obtained, made or to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, approvals, authorizations obtained or to be obtained from, or approvals from, or notification requirements to, any Person including a Governmental Entity.

(54) "Contract" shall mean any agreement, contract, subcontract, obligation, note, indenture, instrument, option, lease, sublease, promise, arrangement, release, warranty, license, sublicense, insurance policy, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(55) "Controller" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, the Person who or that determines the purposes and means of the Processing of Personal Data.

(56) "Controlling Party" shall mean, with respect to any Action relating to Taxes of any member of the BrazilCo Group, BrazilCo; with respect to any Action relating to Taxes of

any member of the CoreCo Group, CoreCo; and, with respect to any Action relating to Taxes of members of both the CoreCo Group and the BrazilCo Group, CoreCo.

(57) "Conveyancing and Assumption Instruments" shall mean, collectively, the various Contracts and other documents entered into prior to the Effective Time and to be entered into to effect the Transfer of Assets and the Assumption of Liabilities in the manner contemplated by this Agreement and the Internal Reorganization, or otherwise relating to, arising out of or resulting from the Transfer of Assets and/or Assumption of Liabilities between members of the two (2) Groups, in such form or forms as the applicable parties thereto agree, which shall be on an "as is", "where is" and "with all faults" basis, and in the case of Conveyancing and Assumption Instruments relating to real property, subject to the further provisions of Section 2.7.

(58) "Copyrights" shall mean copyrightable works, works of authorship, copyrights (including in product label or packaging artwork or templates), moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof.

(59) "CoreCo" shall have the meaning set forth in the preamble hereto.

(60) "CoreCo Accounts" shall have the meaning set forth in Section 2.11(a).

(61) "CoreCo Assets" shall mean any and all right, title and interest in and to any and all Assets of (x) any member of the BrazilCo Group at the time of the Closing, and (y) any member of the CoreCo Group at the time of the Closing, in each case, other than the BrazilCo Assets, including, but not limited to, the following:

(i) (A) all interests in the capital stock of, or any other equity interests in, the members of the CoreCo Group (other than CoreCo), and (B) all interests in the capital stock of, or any other equity, partnership, membership, joint venture and similar interests in any Person (other than the members of the BrazilCo Group and the BrazilCo Joint Ventures and Minority Investments), in each case (clauses (A) and (B)), any and all rights related thereto;

(ii) the Assets set forth on Schedule 1.1(61)(ii);

(iii) any and all employees other than the BrazilCo Employees;

(iv) the sponsorship of and all Assets of any CoreCo Benefit Plan;

(v) any and all rights and interests of the CoreCo Group under this Agreement;

(vi) any and all CoreCo Shared Contracts; provided, however, that any such CoreCo Shared Contracts shall be subject to Section 2.2(c);

(vii) any and all (A) Intellectual Property (excluding IT Assets, which for clarity are governed by Section 1.1(61)(ix), and Patents and Trademarks) owned by CoreCo or BrazilCo, or any of their respective Affiliates, other than such Intellectual Property that constitute BrazilCo Assets, and (B) Patents or Trademarks (including for the avoidance of doubt, all CoreCo House Marks) owned by CoreCo or BrazilCo, or any of their respective Affiliates, that are not set forth on Schedule 1.1(21)(viii)(B);

(viii) any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any CoreCo Liability;

(ix) any and all IT Assets owned, licensed to or by, or held by CoreCo or BrazilCo, or any of their respective Affiliates, other than such IT Assets that constitute BrazilCo Assets;

(x) any and all CoreCo Contracts (other than those that constitute IT Assets);

(xi) subject to Section 6.10, other than Intellectual Property and IT Assets, any and all Information exclusively related to the CoreCo Business, and, to the extent not exclusively related to the CoreCo Business, any and all (A) Information not described in Section 1.1(21)(xiii), (B) books and records held at any site that is not BrazilCo Real Property and (C) corporate or similar legal entity books and records of any Person described in clause (i) of this definition of "CoreCo Assets";

(xii) any and all Permits, Consents and Registrations, in each case, that do not constitute BrazilCo Assets;

(xiii) any and all Tax refunds and Tax attributes of any member of the CoreCo Group (clauses (i) through (xiii), the "Specified CoreCo Assets");

(xiv) if and to the extent not constituting a Specified BrazilCo Asset or a Specified CoreCo Asset, subject to the express terms thereof:

(a) any and all rights, title and interest in, and to, any Asset (excluding IT Assets and Intellectual Property) of CoreCo or any of its Subsidiaries as of immediately prior to the Closing that is not related to any Business (other than in a *de minimis* respect) (e.g., corporate or enterprise-wide Assets), excluding those set forth on Schedule 1.1(21)(xvi)(a);

(b) (I) any and all Cash and Cash Equivalents, notes, interest receivables and other financial assets owned by any member of the CoreCo Group, and (II) any and all derivative instruments owned by any member of the CoreCo Group;

(c) any and all accounts and notes receivable to the extent related to the CoreCo Business;

(d) any and all accounts and notes receivable in respect of goods or services sold or provided by CoreCo or its Subsidiaries that are not related to any Business (other than in a *de minimis* respect), excluding those set forth on Schedule 1.1(21)(xvi)(c);

(e) any and all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case, to the extent they are (I) used or held for use in, or arise out of, the operation or conduct of the CoreCo Business (including, for the avoidance of doubt, such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the BrazilCo Group to the extent they are used or held for use in, or arise out of, the operation or conduct of the CoreCo Business),

and/or (II) owned by a member of the CoreCo Group, and are not related to any Business (other than in a *de minimis* respect);

(f) any and all furniture that is not related to any Business (other than in a *de minimis* respect) if, at the time of the Closing, such furniture is held at a site that is not a BrazilCo Specified Owned Real Property or, except as may be provided pursuant to the terms of a lease with any Person other than the Parties and their respective Group members and Affiliates, BrazilCo Specified Leased Real Property; and

(g) any and all rights, claims, causes of action and credits to the extent relating to any CoreCo Asset that do not relate to any Business (other than in a *de minimis* respect) and do not relate to any BrazilCo Liability (other than in a *de minimis* respect), including those arising under any guaranty, warranty, indemnity, right of recovery, right of set-off or similar right; and

(xv) if and to the extent not addressed by the Assets described in clauses (i) through (xiv) of this definition, subject to the express terms thereof, any and all Assets primarily or exclusively related to, used in or held for use in the conduct of the CoreCo Business, including in the following categories, but, in each case, excluding Intellectual Property, IT Assets, the Specified BrazilCo Assets and the Assets described in clause (xvi) of the definition of "BrazilCo Assets":

(a) except for IT Assets and CoreCo Inventory, any and all tangible personal property and interests therein, including machinery, furniture, tools, equipment, vehicles, in each case, that are primarily or exclusively related to, used in or held for use in the conduct of the CoreCo Business;

(b) any and all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories, in each case, that are primarily or exclusively related to, used in or held for use in the conduct of the CoreCo Business or that are not related to any Business in more than a *de minimis* respect (the "CoreCo Inventory"); and

(c) any and all interests in the capital stock of, or other equity interests in, any Person that is not a member of the BrazilCo Group or CoreCo Group that is primarily or exclusively related to, used in or held for use in the conduct of the CoreCo Business.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of BrazilCo Assets, such inconsistency shall be resolved using the following order of precedence: any Specified CoreCo Asset listed on Schedule 1.1(61)(ii) constitutes a CoreCo Asset. Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' Insurance Policies, and any assignment of rights to coverage under such Insurance Policies is governed by Article VIII herein.

(62) "CoreCo Benefit Plan" means each Benefit Plan sponsored, maintained or contributed to solely by any member of the CoreCo Group (other than any BrazilCo Benefit Plan).

(63) "CoreCo Business" shall mean the business, activities and operations (whether covered independently or in association with one or more third parties through a partnership, joint venture or other mutual enterprise) other than the BrazilCo Business, in each case, as conducted prior to the Closing by any member of the CoreCo Group or BrazilCo Group (or any of their current or former Affiliates, Subsidiaries, divisions, businesses or predecessors).

(64) "CoreCo Contracts" shall mean any and all Contracts to which CoreCo or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, which fall within any of the following categories:

(i) any and all Contracts, other than (A) the BrazilCo Contracts and (B) the BrazilCo Shared Contracts; provided, however, that any CoreCo Shared Contracts shall be subject to Section 2.2(c);

(ii) any and all Contracts to which CoreCo or any of its Subsidiaries was a party as of the time of the Closing (and any amendments, extensions or replacements thereof) that are not related in any respect (other than in a *de minimis* respect) to any Business, other than the BrazilCo Specified Corporate Contracts (the "CoreCo Specified Corporate Contracts").

(65) "CoreCo Controlled Existing Actions" shall have the meaning set forth in Section 5.9(c).

(66) "CoreCo Counsel" shall have the meaning set forth in Section 6.8.

(67) "CoreCo CSIs" shall have the meaning set forth in Section 2.10(d).

(68) "CoreCo Environmental Liabilities" shall mean all Environmental Liabilities other than the BrazilCo Environmental Liabilities.

(69) "CoreCo Financing Arrangements" shall mean the financing arrangements described on Schedule 1.1(69).

(70) "CoreCo Group" shall mean CoreCo, and each Person (other than any member of the BrazilCo Group) that is a direct or indirect Subsidiary of CoreCo immediately prior to the Closing (but after giving effect to the Internal Reorganization), and each Person that becomes a Subsidiary of CoreCo following the Closing (and shall not include the Persons on Schedule 1.1(33)).

(71) "CoreCo House Marks" shall mean the Trademarks set forth on Schedule 1.1(71).

(72) "CoreCo Indemnitees" shall mean each member of the CoreCo Group and each of their Affiliates from and after the Effective Time and each member of the CoreCo Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(73) "CoreCo Inventory" shall have the meaning set forth in the definition of "CoreCo Assets".

(74) "CoreCo Liabilities" shall mean any and all Liabilities of (x) any member of the BrazilCo Group at the time of the Closing, and/or (y) any member of the CoreCo Group at the time of the Closing, in each case, other than the BrazilCo Liabilities, including in the following categories, in each case, regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3) regardless of whether arising

from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the BrazilCo Group or CoreCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates, and (4) which entity is named in any Action associated with any Liability:

(i) any and all Liabilities that are expressly assumed by or allocated to the CoreCo Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the CoreCo Group under this Agreement or any Ancillary Agreement, including those pursuant to Section 9.5 hereof;

(ii) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from (A) the Financing Disclosure Documents in connection with any offer for sale or registration of the Transfer or distribution of securities or indebtedness of the CoreCo Group, including in connection with the CoreCo Financing Arrangements, except for statements expressly relating to the BrazilCo Business, or (B) the CoreCo Financing Arrangements;

(iii) any and all of the Liabilities set forth on Schedule 1.1(74)(iii);

(iv) any and all CoreCo Environmental Liabilities;

(v) any and all Liabilities to the extent related to, arising out of or resulting from the CoreCo Specified Corporate Contracts;

(vi) any and all Liabilities in respect of Taxes of any member of the CoreCo Group for any taxable period;

(vii) any and all Liabilities in respect of Transfer Taxes arising in connection with the transactions contemplated by this Agreement that are apportioned to CoreCo pursuant to Section 4.9(a);

(viii) any and all Liabilities relating to, arising out of or resulting from any indemnification obligations to any current or former director or officer of the CoreCo Group (other than any Liability of any current or former director or officer of the CoreCo Group under the securities laws with respect to the Financing Disclosure Documents);

(ix) any and all Liabilities related to, arising out of or resulting from (a) the Actions set forth on Schedule 1.1(74)(ix)(a) and (b) the Joint Actions set forth on Schedule 1.1(74)(ix)(b), but in the case of this clause (b), to the extent related to the CoreCo Business or the CoreCo Assets or (without giving effect to this clause (b)) the CoreCo Liabilities;

(x) any and all Liabilities related to, arising out of or resulting from (A) any current or former employee or other service provider of the CoreCo Group (other than the BrazilCo Employees), whether occurring prior to, on or following the Closing, and (B) CoreCo Benefit Plans;

(xi) any and all Liabilities for Indebtedness of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of Indebtedness of CoreCo or any of its Subsidiaries that was incurred by any member of the CoreCo Group (and any such Indebtedness guaranteed by any of CoreCo's Subsidiaries that is a member of the CoreCo Group) (clauses (i) through (xi) of this Section 1.1(74), the "Specified CoreCo Liabilities");

(xii) unless constituting a Specified BrazilCo Liability or a Specified CoreCo Liability, subject to the express terms thereof:

(a) any and all checks issued but not drawn and accounts payable to the extent related (other than in *de minimis* respects) to the CoreCo Business; and

(b) any and all Liabilities of CoreCo or any of its Subsidiaries for any and all checks issued but not drawn and accounts payable of CoreCo or any of its Subsidiaries as of immediately prior to the Closing, which are not related to any Business (other than in a *de minimis* respect), excluding those set forth on Schedule 1.1(38)(xiii); and

(xiii) if and to the extent not addressed by the Liabilities described in clauses (i) through (xii) of this definition, any and all Liabilities to the extent relating to, arising out of or resulting from the operation or conduct of the CoreCo Business, including in the following categories, but in each case, excluding the Specified BrazilCo Liabilities and the Liabilities described in clause (xiii) of the definition of BrazilCo Liabilities:

(a) any and all Liabilities to the extent related to, arising out of or resulting from any of the CoreCo Contracts; and

(b) any and all Liabilities to the extent related to, arising out of or resulting from any of the CoreCo Assets (other than BrazilCo Liabilities).

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of BrazilCo Liabilities, such inconsistency shall be resolved using the following order of precedence: any Specified CoreCo Liability listed on Schedules 1.1(74)(iii), 1.1(74)(ix)(a) and 1.1(74)(ix)(b) constitutes a CoreCo Liability. In addition, the allocation set forth in clause (iv) of this definition of "CoreCo Liabilities" is not intended to affect or impact the share of any such Environmental Liability attributable to third parties.

(75) "CoreCo Marks" means any and all Trademarks included in the CoreCo Assets that are used in the operation of the BrazilCo Business as of immediately prior to the Closing and are listed on Schedule 1.1(75).

(76) "CoreCo Shared Contracts" shall mean any and all Shared Contracts that are not BrazilCo Shared Contracts, BrazilCo Specified Corporate Contracts or any CoreCo Specified Corporate Contracts.

(77) "Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds, banker's acceptances or other similar arrangements.

(78) "Damages" shall mean any loss, damage, injury, claim, demand, payments (including those arising out of any settlement or judgment relating to any proceeding), award, fine, penalty, Tax, fee (including reasonable out of pocket attorneys' or advisors' fees and disbursements incurred in the defense thereof), charge, cost (including reasonable costs of investigation) or expense of any nature, excluding, except as set forth in Section 7.1(c)(v), any incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits), but including amounts paid or payable to third parties in respect of any third party claim for which indemnification hereunder is otherwise required (including components of

such third party claim relating to incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits)).

(79) "Data Protection Laws" shall mean the following to the extent applicable from time to time: (a) the California Consumer Privacy Act, as amended by the California Privacy Rights Act and other amendments or supplements issued from time to time; (b) the General Data Protection Regulation (2016/679) ("GDPR"), the GDPR as transposed into the national laws of the United Kingdom ("UK GDPR") and any national law supplementing the GDPR and UK GDPR; (c) the Brazilian Lei Geral de Proteção de Dados Pessoais; and (d) any other data protection or privacy Laws or binding codes of practice issued by or with the approval of a relevant data protection authority applicable to the Processing of Personal Data (as amended and/or replaced from time to time).

(80) "Data Subject" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any identified or identifiable natural person to whom the Personal Data Processed pursuant to this Agreement or any Ancillary Agreement relates.

(81) "Decision on Interim Relief" shall have the meaning set forth in Section 7.1(c)(ix).

(82) "Discontinued and/or Divested Operations and Businesses" shall mean any (a)(v) company, (w) business, (x) business unit, (y) product line or (z) business operation operated or conducted, and (b) any site or plant (and in each case (clauses (a)(v) through (z) and (b)), any portion thereof) that was owned, leased, occupied or otherwise used by (or on behalf of) any member of either Group (or any predecessor thereto) or any former Affiliate thereof (but for former Affiliates, in each case, only to the extent arising out of, relating to or resulting from occurrences prior to the date such Persons ceased to be Affiliates of either Group or the applicable predecessor thereof) (or for which any member of either Group has become liable other than to the extent related to the conduct of the BrazilCo Business and CoreCo Business) at any time prior to the Closing and that was not owned, operated or conducted or, with respect to plants and sites, used by (or on behalf of) a member of either Group in the active conduct of the BrazilCo Business or CoreCo Business as of the Closing, in each case, whether as a result of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation (other than any temporary cessation or closure of a site (or any portion thereof) that has been resolved by the placement of such site or portion thereof back into active use by the Group to which such Asset has been allocated pursuant to this Agreement prior to the Closing (as evidenced in writing prior to the Closing) of any (I)(v) company, (w) business, (x) business unit, (y) product line or (z) business operation operated or conducted and (II) any site or plant (and in each case (clauses (I)(v) through (z) and (II)), any portion thereof (clause (b), a "Legacy Site"))).

(83) "Dispute" shall have the meaning set forth in Section 7.1(a).

(84) "Effective Time" shall mean 12:01 a.m., New York City Time, on the Closing Date.

(85) "Emergency Arbitrator" shall mean an emergency arbitrator appointed by the ICDR in accordance with the Rules, as specified in Section 7.1.

(86) "Engineering Models and Databases" shall mean (a) physical property databases, (b) empirical or mathematical dynamic or steady state models of processes, equipment and/or reactions and databases containing data resulting from such models, (c) computations of equipment or unit operation operating conditions including predictive or operational behavior and (d) databases with historical operational data.

(87) "Environmental Laws" shall mean all Laws relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Substances, to human health or safety, including Laws relating to the exposure to, or Release, threatened Release or the presence of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Substances and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances, and all Laws relating to endangered or threatened species of fish, wildlife and plants and damage to and the protection of natural resources.

(88) "Environmental Liabilities" shall mean any Liabilities, arising out of or resulting from any Environmental Law, Contract or agreement relating to the environment, Hazardous Substances or human exposure to Hazardous Substances, including (a) fines, penalties, judgments, awards, settlements, claims, demands, complaints, Damages, losses, costs or expenses, including fees and expenses of counsel, whether or not arising out of, relating to or in connection with any Actions, (b) costs of defense and other responses to any administrative or judicial action (including notices, claims, complaints, suits and other assertions of liability), (c) responsibility for any investigation, remediation, monitoring or cleanup costs, response costs, removal costs, injunctive relief, natural resource damages, and any other environmental compliance or remedial measures, and (d) costs and expenses relating to correcting violations of or non-compliance with applicable Environmental Laws.

(89) "Environmental Permit" shall mean any permit, license, approval or other authorization under any applicable Law or of any Governmental Entity relating to Environmental Laws or Hazardous Substances.

(90) "ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

(91) "Financing Disclosure Documents" shall mean any prospectus, offering memorandum, offering circular (including franchise offering circular or any similar disclosure statement) or similar disclosure document, whether or not filed with the Commission or any other Governmental Entity, which offers for sale or registers the Transfer or distribution of securities or indebtedness of the BrazilCo Group or CoreCo Group, as applicable.

(92) "Force Majeure Event" shall mean, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, pandemics, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution facilities.

(93) "GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

(94) "General Dispute Notice" shall have the meaning set forth in Section 7.1(b)(i).

(95) "General Negotiation Period" shall have the meaning set forth in Section 7.1(b)(i).

(96) "Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(97) "Group" shall mean (a) with respect to BrazilCo, the BrazilCo Group, and (b) with respect to CoreCo, the CoreCo Group.

(98) "Guaranty Release" shall have the meaning set forth in Section 2.10(b).

(99) "Hazardous Substances" shall mean (a) any substances defined, listed, classified or regulated as "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "pollutants", "solid wastes", "contaminants", "radioactive materials", "petroleum", "oils" or designations of similar import under any Environmental Law, or (b) any other chemical, material or substance for which standards of conduct are, or liability can be, imposed under any Environmental Law, including per- and poly-fluoroalkyl substances.

(100) "ICDR" shall have the meaning set forth in Section 7.1(c).

(101) "Indebtedness" shall mean, with respect to any Person, (a) the principal value, prepayment and redemption premiums and penalties and other breakage costs (if any), unpaid fees and other monetary obligations (including interest) in respect of any indebtedness for borrowed money, whether short term (including overdrawn bank accounts) or long term, and all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (b) any indebtedness arising under any capital leases (excluding, for the avoidance of doubt, any real estate leases), whether short term or long term, (c) all liabilities secured by any Security Interest on any assets of such Person, (d) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect such Person against fluctuations in interest rates, (e) all interest bearing indebtedness for the deferred purchase price of property or services, (f) all liabilities under any Credit Support Instruments, (g) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (a) through (f), and (h) without duplication, all guarantees of indebtedness referred to in the foregoing clauses (a) through (g).

(102) "Indemnifiable Loss" and "Indemnifiable Losses" shall mean any and all Damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(103) "Indemnifying Party" shall have the meaning set forth in Section 5.4(a).

(104) "Indemnitee" shall have the meaning set forth in Section 5.4(a).

(105) "Indemnity Payment" shall have the meaning set forth in Section 5.8(a).

(106) "Information" shall mean information, content, and data in written, oral, electronic, computerized, digital or other tangible or intangible media, including (a) books and records, whether accounting, legal or otherwise; ledgers, studies, reports, surveys, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples and flow charts; marketing plans, customer names and information (including prospects); technical information, including such information relating to the design, operation, maintenance, testing, test results, development, and manufacture of any Party's or its Group's products or facilities (including product or facility specifications and documentation; engineering, design, and manufacturing drawings, diagrams, layouts, maps and illustrations; formulations and material specifications;

laboratory studies and benchmark tests; quality assurance policies procedures and specifications; maintenance and inspection procedures and records; evaluation and/validation studies; process control and/or shop-floor control strategy, logic or algorithms; assembly code, Software, firmware, programming data, databases, and all information referred to in the same); product costs, margins and pricing; product marketing studies and strategies; product stewardship and safety; all other Know-How related to research, engineering, development and manufacturing; communications, correspondence, materials, product literature, artwork, files and documents; (b) information contained in Patents and Know-How; and (c) financial and business information, including earnings reports and forecasts, macro-economic reports and forecasts, all cost information (including supplier records and lists), sales and pricing data, business plans, market evaluations, surveys, credit-related information, and other such information as may be needed for reasonable compliance with reporting, disclosure, filing or other requirements, including under applicable securities laws or regulations of securities exchanges.

(107) "Insurance Policies" shall mean all Policies of the Parties and their respective Subsidiaries.

(108) "Insurance Proceeds" shall mean those monies (a) received by an insured from an insurer or (b) paid by an insurer on behalf of an insured, in either case, net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention or cost of reserve paid or held by or for the benefit of such insured.

(109) "Insurer" shall mean the insuring entity issuing and/or subscribing to one or more Insurance Policies.

(110) "Intellectual Property" shall mean any and all rights (created or arising in any jurisdiction anywhere in the world, whether statutory, common law, or otherwise) to the extent arising from or related to intellectual property, including (a) Patents, (b) Trademarks, (c) Copyrights, (d) rights in Know-How, (e) rights in Software, (f) all other intellectual property or proprietary rights, (g) all registrations and applications for registration of any of the foregoing clauses (a) through (f), and (h) all actions and rights to sue at law or in equity for any past, present or future infringement, misappropriation or other violation of any of the foregoing.

(111) "Intergroup Accounts" shall have the meaning set forth in Section 2.3.

(112) "Interim Relief" shall have the meaning set forth in Section 7.1(c)(ix).

(113) "Internal Control Audit and Management Assessments" shall have the meaning set forth in Section 4.1(b).

(114) "Internal Reorganization" shall have the meaning set forth in the recitals hereto.

(115) "IT Assets" shall mean all Software, computer systems, information technology, telecommunications equipment, databases, internet protocol addresses, data rights, and documentation, reference, resource and training materials to the extent relating thereto, and all Contracts (including Contract rights) relating to any of the foregoing (including software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, Permits, radio licenses and telecommunications agreements), other than, in each case, Know-How contained therein that is not intrinsically related to the operation or maintenance of such IT Assets.

(116) "Joint Actions" shall have the meaning set forth in Section 5.9(d).

(117) "Know-How" shall mean all Confidential Information or other proprietary information, including trade secrets, know-how and technical data, including any that comprise financial, business, scientific, technical, economic or engineering information and instructions, including any confidential or proprietary raw materials, material lists, raw material specifications, manufacturing or production files or specifications, plans, drawings, blueprints, design tools, quality assurance and control procedures, simulation capability, research data, manuals, compilations, reports, including technical reports and research reports, analyses, formulas, formulations, designs, prototypes, methods, techniques, processes, rights in research, development, manufacturing, financial, marketing and business data, pricing and cost information, customer and supplier lists and information, procedures, inventions and invention disclosure documents, as well as Plant Operating Documents, and Engineering Models and Databases, in each case, other than Patents.

(118) "Law" shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, constitution, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives, in each case, enacted, promulgated, issued, entered into or taken by any Governmental Entity.

(119) "Legacy BrazilCo Environmental Liabilities" shall mean (a) any and all Environmental Liabilities relating to, arising out of or resulting from any ownership or operation of any BrazilCo Legacy Site; (b) any and all Environmental Liabilities that are BrazilCo Discontinued and/or Divested Operations and Business Liabilities; and (c) any and all Off-Site Environmental Liabilities to the extent related to, arising out of or resulting from wastes generated by the BrazilCo Discontinued and/or Divested Operations and Businesses.

(120) "Legacy Site" shall have the meaning set forth in the definition of "Discontinued and/or Divested Operations and Businesses".

(121) "Liabilities" shall mean any and all Indebtedness, liabilities, Taxes, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, reserved or unreserved, or determined or determinable, including those arising under any Law (including Environmental Law), Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, Damages or equitable relief which may be imposed and including all costs and expenses related thereto.

(122) "Liable Party" shall have the meaning set forth in Section 2.9(b).

(123) "Managing Party" shall have the meaning set forth in Section 5.9(d).

(124) "Mixed Contract" shall mean any Contract that is related to (a) either the BrazilCo Business or CoreCo Business (in either case, other than in a *de minimis* respect), on the one hand, and (b) the other Business, on the other hand (other than in a *de minimis* respect).

(125) "New York Court" shall have the meaning set forth in Section 7.1(c)(x).

(126) "NFE Brazil" shall have the meaning set forth in the preamble hereto.

(127) "NFE Brazil Equity" shall have the meaning set forth in the recitals hereto.

(128) "NFE Financing" shall mean NFE Financing LLC, a Delaware limited liability company.

(129) "Non-Assumable Third Party Claims" shall have the meaning set forth in Section 5.4(b).

(130) "Non-Managing Party" shall have the meaning set forth in Section 5.9(d).

(131) "Non-Shared Contract" shall mean any Mixed Contract that is an IT Asset or set forth on Schedule 1.1(131).

(132) "Non-Transferred Permit" shall have the meaning set forth in Section 4.5(a).

(133) "Notice Recipient" shall have the meaning set forth in Section 2.2(c)(vi).

(134) "Notifying Party" shall have the meaning set forth in Section 2.2(c)(vi).

(135) "Off-Site Environmental Liabilities" shall mean any and all Environmental Liabilities arising or associated with any third party location that is not as of the time of the Closing nor has ever been owned, leased or operated by CoreCo or any of its Subsidiaries to the extent arising out of occurrences prior to the time of the Closing; provided that for purposes of clarification, Off-Site Environmental Liabilities shall not include Liability arising or associated with any third party locations or environmental media that have been impacted by Hazardous Substances Released from any property owned, leased or operated by CoreCo or any of its Subsidiaries at or prior to the time of the Closing.

(136) "Other Party" shall have the meaning set forth in Section 2.9(a).

(137) "Other Party's Auditors" shall have the meaning set forth in Section 4.1(b).

(138) "Other Surviving Intergroup Accounts" shall have the meaning set forth in Section 2.3.

(139) "Partial Assignment" shall have the meaning set forth in Section 2.2(c)(i).

(140) "Party" or "Parties" shall have the meaning set forth in the preamble hereto.

(141) "Patent" shall mean patents, patent applications (including patents issued thereon) and statutory invention registrations, patents of importation, patents of improvement, certificates of addition, design patents and utility models, including reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof.

(142) "Permit Transferee" shall mean BrazilCo or CoreCo, or another member of their respective Group, that requires a permit, including any Environmental Permit, to be transferred or issued to it with respect to the properties, businesses, and operations being conveyed or Transferred to it pursuant to this Agreement.

(143) "Permit Transferor" shall mean each of BrazilCo or CoreCo or another member of its respective Group, as applicable, that currently holds a permit, including any Environmental Permit, that must be transferred, or in respect of which a new permit must be issued, to a member of the BrazilCo Group or CoreCo Group, or a relevant Subsidiary, in connection with the transfer of any properties, businesses, or operations of the BrazilCo Group or CoreCo Group, respectively.

(144) "Permits" shall mean permits, approvals, authorizations, consents, licenses, registrations, exemptions or certificates issued by any Governmental Entity (other than Registrations, which are addressed separately).

(145) "Permitted IP Transfer" shall have the meaning set forth in Section 4.7(c)(iii).

(146) "Permitted IP Transferee" shall have the meaning set forth in Section 4.7(c)(iii).

(147) "Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(148) "Personal Data" shall mean (a) any information that can identify, relate to, describe, be associated with, or be reasonably capable of being associated with a particular individual, and (b) any information that constitutes "personal information", "personal data", "personally identifiable information" or other corollary term under Data Protection Laws.

(149) "Personal Data Breach" shall mean the accidental or unlawful destruction, loss, alteration, unauthorized disclosure, exfiltration, or theft of, or access to, Personal Data, or other corollary terms under Data Protection Laws.

(150) "Plant Operating Documents" shall mean (a) plot plans, (b) construction, technical, engineering, electrical, instrument drawings, as-built or as-modified drawings including piping and instrument diagrams, 3-D (three-dimensional) models, wiring diagrams, flowsheets, structural designs, map and physical layouts, (c) process flow diagrams, (d) process control schematics, process control and/or shop-floor control strategies, logic or algorithms, (e) standard operating procedures, maintenance and inspection procedures and records, safety audit reports, investigations, safety incident investigation reports, process hazard reviews, capital projects, upgrades, improvements, designs for such projects, upgrades and/or improvements and (f) standard operating instructions and operating data (including product quality and safety data and maintenance and inspection data).

(151) "Policies" shall mean insurance policies and insurance Contracts of any kind (other than life and benefits policies or Contracts), including primary, excess and umbrella policies, comprehensive general liability policies, director and officer liability, fiduciary liability, automobile, aircraft, property and casualty, workers' compensation and employee dishonesty insurance policies and bonds, together with the rights, benefits and privileges thereunder (which, for the avoidance of doubt, includes insurance policies and insurance Contracts issued, executed or otherwise in effect both before and after the Closing Date).

(152) "Privilege" shall have the meaning set forth in Section 6.7(a).

(153) "Privileged Information" shall have the meaning set forth in Section 6.7(a).

(154) "Processing" (and its cognates) shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(155) "R-2 Revolving Credit Facility Debt" shall have the meaning set forth in the RSA.

(156) "RCF-2/TLA Holders" shall mean each holder of R-2 Revolving Credit Facility Debt or Term Loan A Debt as of the Closing.

(157) "Record Date" shall have the meaning set forth in the RSA.

(158) "Records" shall mean any Contracts, documents, books, records or files.

(159) "Registrations" shall mean all registrations, consents, approvals, licenses or other authorizations required by applicable Law and/or granted by or from any Governmental Entity which permit the manufacture for commercial sale, sale or distribution of a product.

(160) "Release" shall mean any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property.

(161) "Restructuring" shall have the meaning set forth in the recitals hereto.

(162) "Restructuring Plan" shall have the meaning set forth in the RSA.

(163) "RSA" shall have the meaning set forth in the recitals hereto.

(164) "Rules" shall have the meaning set forth in Section 7.1(c).

(165) "Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws and licenses of Intellectual Property.

(166) "sell-off period" shall have the meaning set forth in Section 4.6(b).

(167) "Series I Loan" shall mean the loans and others extensions of credit made under the Series I Loan Agreement.

(168) "Series I Loan Agreement" shall mean that certain Credit Agreement, dated as of November 22, 2024, by and among CoreCo, the guarantors from time to time party thereto, the Brazil Parent, as lender, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent.

(169) "Series I Loan Debt" shall mean all present and future moneys, debts and liabilities due, owing or incurred from time to time by CoreCo or any of its Affiliates to the lenders of the Series I Loan under or in connection with the Series I Loan (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), which will be assigned to NFE Financing by Brazil Parent immediately prior to the BrazilCo Equity Transfer.

(170) "Series II Loan" shall mean the loans and others extensions of credit made under the Series II Loan Agreement.

(171) "Series II Loan Agreement" shall mean that certain Credit Agreement, dated as of December 6, 2024, by and among CoreCo, the guarantors from time to time party thereto, NFE Financing, as lender, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent.

(172) "Series II Loan Debt" shall mean all present and future moneys, debts and liabilities due, owing or incurred from time to time by CoreCo or any of its Affiliates to the lenders of the Series II Loan under or in connection with the Series II Loan (in each case,

whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).

(173) "Shared Contract" shall mean any Mixed Contract that is not a Non-Shared Contract.

(174) "Shared Permit" shall have the meaning set forth in Section 4.5(a).

(175) "Software" shall mean (i) all computer programs (whether in source code, object code, or other form), software implementations of algorithms, including all modules, routines, sub-routines, updates, upgrades, releases and versions thereof; and (ii) related documentation and materials, including software architecture, programmers' notes or comments and code annotations, user requirements, programming languages, flowcharts and other logic and design diagrams, technical, functional and other specifications, orthographic representations, file structures, coding sheets, user and training materials, or other documentation and computer generated works to the extent related to any of the foregoing.

(176) "Sole Benefit Services" shall have the meaning set forth in Section 6.7(a).

(177) "Specified BrazilCo Assets" shall have the meaning set forth in the definition of "BrazilCo Assets".

(178) "Specified BrazilCo Liabilities" shall have the meaning set forth in the definition of "BrazilCo Liabilities".

(179) "Specified CoreCo Assets" shall have the meaning set forth in the definition of "CoreCo Assets".

(180) "Specified CoreCo Liabilities" shall have the meaning set forth in the definition of "CoreCo Liabilities".

(181) "Subsidiary" shall mean with respect to any Person (a) a corporation, greater than fifty percent (50%) of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (b) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns greater than fifty percent (50%) of the equity or economic interest thereof or has the power to elect or direct the election of greater than fifty percent (50%) of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership); provided that Subsidiaries shall not include the BrazilCo Joint Ventures and Minority Investments.

(182) "Tax" or "Taxes" shall mean (a) all U.S. and non-U.S. federal, national, provincial, state or local taxes, charges, fees, levies, duties, tariffs, imposts, or other similar assessments or liabilities in the nature of taxes, including gross income, net income, capital gains, gross receipts, estate, branch profits, estimated, alternative or minimum, *ad valorem*, value-added, excise, real property, personal property, sales, use, transfer, stamp, registration, recording, documentary, customs, import, export, services, withholding, employment, unemployment, severance, social security, disability, national health insurance, payroll and franchise taxes imposed by a Governmental Entity, together with any interest, penalties, assessments or additions to tax, whether disputed or not, imposed by any Governmental Entity, and (b) any liability for any of the items described in clause (a) above resulting from having been a member of a group filing an affiliated, consolidated, combined or unitary income Tax Return, by operation of any other Law, or pursuant to a contract.

(183) "Tax Return" shall mean all reports, returns, forms, declarations, statements or other information, including any supplement, schedule or attachment thereto and any amendment thereof, supplied to or required to be supplied to a Governmental Entity in connection with the determination, assessment, administration, or collection of Taxes.

(184) "Term Loan A Debt" shall have the meaning set forth in the RSA.

(185) "Third Party Claim" shall have the meaning set forth in Section 5.4(a).

(186) "Third Party Proceeds" shall have the meaning set forth in Section 5.8(a).

(187) "Trademarks" shall mean trademarks, certification marks, service marks, trade names, domain names, favicons, social media addresses, service names, trade dress and logos, and other similar designations of source or origin including all goodwill associated therewith, in each case, whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(188) "Trademark License Period" shall have the meaning set forth in Section 4.6(a).

(189) "Transaction Implementation Deed" shall mean the deed giving effect to the Restructuring Plan and the other transactions contemplated by the RSA, formalizing the consents, instructions, directions, waivers, conditions precedent, steps and timing to implement the Restructuring.

(190) "Transfer" shall have the meaning set forth in Section 2.2(a)(i) and the term "Transferred" shall have its correlative meaning.

(191) "Transfer Taxes" shall mean any sales, use, transfer, real property transfer, registration, documentary, value added, stamp or other similar Taxes and related fees and costs.

(192) "Transition Services Agreement" shall mean that certain Transition Services Agreement, dated as of the date hereof, by and between CoreCo, as service provider, and BrazilCo, as service recipient.

(193) "UK GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

2. References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation", unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within

which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) the phrase "to the extent related to" shall mean, for the avoidance of doubt, with respect to any business, activities, operations, Assets or Liabilities, the portion or degree, and only such portion or degree, in respect of which such business, activities, operations, Assets or Liabilities relate to, arise out of or result from the business, activities, operations, Assets or Liabilities, as applicable, subject to such phrase, unless the context requires otherwise; (p) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (q) any consent given by any Party pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party. References in this Agreement to "BrazilCo" (1) shall be deemed to refer to both NFE Brazil and Bradford HoldCo, unless the context requires otherwise (including any consent, approval, agreement, determination, waiver or other similar action to be exercised individually by NFE Brazil or Bradford HoldCo, as applicable) and (2) as a "Party" shall be deemed to refer to NFE Brazil and Bradford HoldCo, collectively, unless the context requires otherwise (including any right or obligation that specifically pertains to either NFE Brazil or Bradford HoldCo, individually). Unless the context requires otherwise, references in this Agreement to "BrazilCo" shall also be deemed to refer to the applicable member of the BrazilCo Group, references to "CoreCo" shall also be deemed to refer to the applicable member of the CoreCo Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by BrazilCo or CoreCo shall be deemed to require BrazilCo or CoreCo, as the case may be, to cause the applicable members of the BrazilCo Group or the CoreCo Group, respectively, to take, or refrain from taking, any such action.

3. Effective Time. This Agreement shall be effective as of the Effective Time.

Article II

THE SEPARATION

1. General. Subject to the terms and conditions of this Agreement, each Party shall use, and shall cause the other members of its Group and its respective then-Affiliates to use, their respective reasonable best efforts to consummate the transactions contemplated hereby (including the Internal Reorganization), a portion of which have already been implemented prior to the date hereof.

2. Transfer of Assets; Assumption and Satisfaction of Liabilities.

(a) To the extent the Internal Reorganization has not been completed as of the Effective Time and, in each case, pursuant to the Conveyancing and Assumption Instruments and, in connection with the Internal Reorganization:

(i) Subject to Section 2.2(c) (*Treatment of Shared Contracts*), Section 2.5 (*Transfers Not Effected on or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*) and Section 2.6 (*Wrong Pockets; Mail & Other Communications; Payments*), CoreCo shall, and shall cause the other members of its Group to, as applicable, transfer, contribute, assign and/or convey or cause to be transferred, contributed, assigned and/or conveyed ("Transfer") to BrazilCo or another

member of the BrazilCo Group all of its and the other members of its Group's right, title and interest in and to the BrazilCo Assets, and the applicable member(s) of the BrazilCo Group, as applicable, shall accept from CoreCo and the applicable members of the CoreCo Group, all of CoreCo's and the other members of the CoreCo Group's respective direct or indirect rights, title and interest in and to the BrazilCo Assets, respectively; and

(ii) Subject to Section 2.2(c) (*Treatment of Shared Contracts*), Section 2.5 (*Transfers Not Effected on or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*) and Section 2.6 (*Wrong Pockets; Mail & Other Communications; Payments*), BrazilCo shall, and shall cause the other members of its Group to, as applicable, Transfer to CoreCo or another member of the CoreCo Group all of its and the other members of its Group's right, title and interest in and to the CoreCo Assets, and the applicable member(s) of the CoreCo Group, as applicable, shall accept from BrazilCo and the applicable members of the BrazilCo Group, all of BrazilCo's and the other members of the BrazilCo Group's respective direct or indirect rights, title and interest in and to the CoreCo Assets, respectively.

(b) Assumption of Liabilities. Subject to Section 2.2(c) (*Treatment of Shared Contracts*), Section 2.5 (*Transfers Not Effected on or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*) and Section 2.9 (*Novation of Liabilities*), (i) CoreCo shall, or shall cause a member of the CoreCo Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms ("Assume"), all of the CoreCo Liabilities, and (ii) BrazilCo shall, or shall cause a member of the BrazilCo Group to, Assume all of the BrazilCo Liabilities.

(c) Treatment of Shared Contracts. Without limiting the generality of the obligations set forth in Section 2.2(a):

(i) Unless the benefits of a Shared Contract are conveyed to the applicable Party (or member of its Group) pursuant to an Ancillary Agreement, (A) each of CoreCo and BrazilCo shall, and shall cause the applicable member(s) of their Group to, use commercially reasonable efforts to assign in part any Contract that is a Shared Contract to the applicable member(s) of the applicable Group, if so assignable, or appropriately amend, bifurcate, replicate or otherwise modify such Shared Contract (in a form reasonably acceptable to CoreCo and BrazilCo) prior to, on or after the Effective Time, so that each Party or the members of their respective Groups shall be entitled to the rights and benefits, and shall Assume the related portion of any Liabilities, inuring to their respective Businesses (each, a "Partial Assignment"); provided, however, that (x) in no event shall any member of either Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract (including any Policy) which is not assignable (or cannot be amended or otherwise modified) by its terms (including any terms imposing Consents or conditions on an assignment where such Consents or conditions have not been obtained or fulfilled) or under applicable Law and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended, bifurcated, replicated or otherwise modified, or if such assignment or amendment, bifurcation, replication or modification would impair the benefit the parties thereto derived from such Shared Contract, the Parties shall, and shall cause each of their respective Affiliates to, take such other commercially reasonable and permissible actions to cause a member of the CoreCo Group or the BrazilCo Group, as the case may be, to, in each case, (I) receive the benefit of that portion of each Shared Contract that relates to the BrazilCo Business or the CoreCo Business (net of the amount of any related Tax costs imposed on any member of BrazilCo and its Affiliates or CoreCo and its Affiliates), as the case may be (in each case, to the extent so related) as if such Shared Contract had been assigned to (or amended or otherwise modified for the benefit of) a member of the

applicable Group pursuant to this Section 2.2(c) (including enforcing on the applicable Group's behalf any and all of such Group's rights against such third party under such Shared Contract solely to the extent related to the applicable Group's respective Business (or applicable portion thereof)) and (II) bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement) as if such Liabilities had been Assumed by a member of the applicable Group pursuant to this Section 2.2(c), including expenses related to enforcing rights under such Shared Contract against the third party counterparty thereto solely to the extent related to the applicable Group's respective Business (or applicable portion thereof) (including the amount of any related Tax benefit obtained by BrazilCo, CoreCo or any of their respective Affiliates, as applicable); and indemnifying each other Group against all Indemnifiable Losses to the extent arising out of any actions (or omissions to act) taken by such other Group with respect to such Shared Contract at the direction of such first Party (except to the extent arising out of or related to gross negligence, fraud or willful misconduct by such other Group) (for the avoidance of doubt, in the event that any rights in connection with a Force Majeure Event or similar event are exercised under a Shared Contract, the benefits and burdens with respect to such Shared Contract (as modified by such Force Majeure Event or similar event) shall, if reasonably practicable, be shared proportionally or, if not reasonably practicable, in such other manner as would be most equitable, among the Groups related to such Contract (or in any other manner as may be agreed in good faith by the relevant Parties whose Group is related to such contract), in each case, to the extent so related to the BrazilCo Business or the CoreCo Business), and (B) to the extent that the Parties cannot effect a Partial Assignment in accordance with this Section 2.2(c), or cannot implement the arrangements set forth in clause (A), within one hundred and eighty (180) days of the Closing Date, the Parties shall use commercially reasonable efforts to, if requested by any Party, seek mutually acceptable alternative arrangements (including subcontracting, sublicensing, subleasing or entering into a back-to-back agreement) for the purpose of allocating rights, liabilities and obligations to each Group under such Shared Contract reflecting the principles set forth in clause (A) of this provision (an "Acceptable Alternative Arrangement").

(ii) Each Party shall, and shall cause the other members of its Group to, use its commercially reasonable efforts to obtain the required Consents to complete a Partial Assignment of any Shared Contract as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Partial Assignment of any Shared Contract or Acceptable Alternative Arrangement shall be completed if it would violate any applicable Law or the rights of any third party to such Shared Contract.

(iii) To the extent permitted by applicable Law, each of CoreCo and BrazilCo shall, and shall cause their respective Affiliates to, (A) treat for all Tax purposes the portion of each Shared Contract inuring to its respective Businesses as Assets owned by, and/or Liabilities of, as applicable, such Party or its Affiliates, as applicable, not later than the Closing, and (B) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Action).

(iv) With respect to Liabilities pursuant to, under or relating to a Shared Contract to the extent relating to occurrences from and after the Closing (including Liabilities related to obtaining any required Consents), such Liabilities shall, unless otherwise allocated pursuant to this Agreement or any Ancillary Agreement, be allocated among CoreCo and BrazilCo as follows:

(A) If such Liability is incurred (x) exclusively in respect of the BrazilCo Business, such Liability shall be allocated

to BrazilCo or the applicable member of its Group, or (y) exclusively in respect of the CoreCo Business, such Liability shall be allocated to CoreCo or the applicable member of its Group;

(B) If such Liability cannot be so allocated under clause (A) above, such Liability shall be allocated to CoreCo or BrazilCo, as the case may be, based on the relative proportions of total benefit received (over the term of the Shared Contract remaining as of the date of the Closing) by the BrazilCo Business or the CoreCo Business, respectively, under the relevant Shared Contract after the Closing; and

(C) Notwithstanding the foregoing in clauses (A) and (B) above, each of BrazilCo or CoreCo shall be responsible for any and all such Liabilities to the extent arising from its (or its Affiliate's) breach after the Closing of the relevant Shared Contract.

(v) None of CoreCo, BrazilCo or any of the members of their respective Group or their Affiliates shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party to (x) obtain any new Contract or Partial Assignment with respect to any Shared Contract, as the case may be or (y) obtain any Consent necessary to enter into an Acceptable Alternative Arrangement; provided, however, that any Party to which the benefit of a new Contract, Partial Assignment or Acceptable Alternative Arrangement would inure pursuant to this Section 2.2(c) may request that the Party that is allocated such Shared Contract as a BrazilCo Asset or CoreCo Asset, as the case may be, commence litigation in furtherance of obtaining such new Contract, Partial Assignment or Acceptable Alternative Arrangement, which request shall be considered in good faith by such Party; provided, further, that such Party's good faith determination not to commence litigation shall not in and of itself constitute a breach of this Section 2.2(c)(v), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with this Section 2.2(c)(v).

(vi) From and after the Closing, the Party to whose Group a Shared Contract has been allocated shall not (and shall cause the other members of its Group not to), without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed) (x) waive any rights under such Shared Contract to the extent related to the Business, Assets or Liabilities of such other Party, (y) terminate (or consent to be terminated by the counterparty) such Shared Contract except in connection with (A) the expiration of such Shared Contract in accordance with its terms (it being understood, for the avoidance of doubt, that sending a notice of non-renewal to the counterparty to such Shared Contract in accordance with the terms of such Shared Contract is expressly permitted) or (B) a partial termination of such Shared Contract that would not reasonably be expected to adversely impact in a material manner any rights under such Shared Contract related to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries, or (z) amend, modify or supplement such Shared Contract in a manner material (relative to the existing rights and obligations related to such other Party's Business, Assets or Liabilities under such Shared Contract) and adverse to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries. From and after the Closing, if a member of a Group (the "Notice Recipient") receives from a counterparty to a Shared Contract a formal notice of breach of such Shared Contract, the Notice Recipient shall provide written notice to the other

Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt of such notice) and the Parties shall reasonably consult with respect to the actions proposed to be taken regarding the alleged breach. If a Group (the "Notifying Party") intends to send to a counterparty to a Shared Contract a formal notice of breach of such Shared Contract, the Notifying Party shall provide prior written notice to the other Party as soon as reasonably practicable (and in any event no less than five (5) Business Days prior to sending such notice of breach to the counterparty), and the Parties shall reasonably consult with each other regarding such alleged breach. From and after the Closing, no Party shall (and each Party shall cause the other members of its Group not to) breach any Shared Contract to the extent such breach would reasonably be expected to result in a loss of rights, or acceleration of obligations, of any member of the other Party's Group (or related to its Business, Assets or Liabilities under such Shared Contract) pursuant to (I) such Shared Contract, (II) any Partial Assignment related to such Shared Contract or (III) any other Contract with the counterparty to such Shared Contract (or any of its Affiliates) in existence at the time of the Closing that contains cross-default or similar provisions related to such Shared Contract.

(d) Consents. Each Party shall, and shall cause each member of its Group to, use its commercially reasonable efforts to obtain the required Consents for the Transfer of any Assets, Contracts and Permits issued by any Governmental Entity or parts thereof as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Contract or other Asset shall be transferred if it would violate applicable Law or, in the case of any Contract, the rights of any third party to such Contract; provided that (i) Sections 2.2(c) and 2.5, to the extent provided therein, shall apply thereto, and (ii) the Parties acknowledge and agree that commercially reasonable efforts shall not require either Party to incur material costs or commercially incentivize any relevant third party in order to obtain any required Consent.

(e) Each Party understands and agrees on behalf of itself and each member of its Group that certain of the Transfers referenced in Section 2.2(a) or Assumptions referenced in Section 2.2(b) have heretofore occurred and, as a result, no additional Transfers or Assumptions by any member of the CoreCo Group or BrazilCo Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. To the extent that a member of the CoreCo Group owns a CoreCo Asset or is liable for any CoreCo Liability, in either case, as of the Effective Time, there shall be no need for such member of the CoreCo Group to Transfer any such asset in connection with the operation of Section 2.2(a) or to Assume any such CoreCo Liability in connection with the operation of Section 2.2(b). To the extent that a member of the BrazilCo Group owns a BrazilCo Asset or is liable for any BrazilCo Liability, in either case, as of the Effective Time, there shall be no need for such member of the BrazilCo Group to Transfer such Asset in connection with the operation of Section 2.2(a) or to Assume such BrazilCo Liability in connection with the operation of Section 2.2(b).

3. Intergroup Accounts. Except as set forth in Section 5.1(b), any and all intercompany receivables, payables, loans and balances (other than (x) as specifically provided for under this Agreement or under any Ancillary Agreement or (y) as otherwise set forth on Schedule 2.3 (the matters set forth on Schedule 2.3, the "Other Surviving Intergroup Accounts")) between any member of the CoreCo Group or BrazilCo Group, on the one hand, and any member of the other Group, on the other hand, which exist as of immediately prior to the Closing (the "Intergroup Accounts"), shall, prior to the Closing, be satisfied and/or settled in full by means of a cash payment, dividend, capital contribution, a combination of the foregoing, or otherwise canceled and terminated or extinguished, and, if not settled prior to such time, shall be deemed terminated and released at such time. For the avoidance of doubt, the Other Surviving Intergroup Accounts (a) shall be an obligation of the relevant Party (or the relevant member of such Party's Group), each responsible for fulfilling its (or a member of such Party's Group's) obligations in accordance with the terms and conditions applicable to such obligation or if such terms and conditions are not set

forth in writing, such obligation shall be satisfied within the payment terms set forth therefor on Schedule 2.3 or within thirty (30) days of a written request by the beneficiary of such obligation given to the corresponding obligor thereunder, and (b) shall be for each relevant Party (or the relevant member of such Party's Group) an obligation to a third party and shall no longer be an intercompany account. Each Party shall, and shall cause the other members of its Group to, execute and deliver such agreements, instruments and other papers as may be required to effect the foregoing pursuant to this Section 2.3 if so requested by the other Party.

4. Limitation of Liability; Intergroup Contracts.

(a) No Party shall have any Liability to the other Party in the event that any information exchanged or provided pursuant to this Agreement (but excluding any such information included in a Financing Disclosure Document) is found to be inaccurate.

(b) Except as set forth in Section 2.4(c), no Party or any other member of its Group shall be liable to the other Party or any other member of such other Party's Group based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding existing on or prior to the Closing (other than this Agreement, the Ancillary Agreements and the Other Surviving Intergroup Accounts) and each Party (on behalf of itself and each other member of its Group) hereby terminates any and all Contracts, arrangements, course of dealings or understandings between or among it or any of its other Group members, on the one hand, and the other Party or any of its respective Group members, on the other hand, effective as of the Closing (other than this Agreement, the Ancillary Agreements, the Other Surviving Intergroup Accounts, the Conveyancing and Assumption Instruments and such Contracts, arrangements, courses of dealing or understandings with respect to goods in transit for which title has not transferred to the CoreCo Group (if in respect of assets that would otherwise be CoreCo Assets) or the BrazilCo Group (if in respect of assets that would otherwise be BrazilCo Assets) at the time of the Closing). No such terminated Contract, arrangement, course of dealing or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Closing. Each Party shall, and shall cause the other members of its Group to, execute and deliver such agreements, instruments and other papers as may be required to terminate any such Contract, arrangement, course of dealing or understanding pursuant to this Section 2.4(b) if so requested by the other Party.

(c) The provisions of Section 2.4(b) shall not apply to any of the following Contracts, arrangements, course of dealings or understandings (or to any of the provisions thereof): any agreements, arrangements, commitments or understandings to which any Person other than the Parties and their respective Affiliates is a Party (it being understood that (x) to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts constitute BrazilCo Assets or BrazilCo Liabilities, or CoreCo Assets or CoreCo Liabilities, such Contracts shall be assigned or retained pursuant to this Article II, and (y) the obligations of any member of a Group to the other Group shall be deemed terminated as of time of the Closing with no further liability to such other Group as a result thereof).

(d) If any Contract, arrangement, course of dealing or understanding is terminated pursuant to Section 2.4(b), and, but for the mistake or oversight of any Party, would have been listed as an Ancillary Agreement or an Other Surviving Intergroup Account and is reasonably necessary for such affected Party to be able to continue to operate its Business in substantially the same manner in which such Businesses were operated prior to the Closing, then, at the request of such affected Party made within fifteen (15) months following the Closing, the Parties shall negotiate in good faith to determine whether and to what extent (including the terms and conditions relating thereto), if any, notwithstanding such termination, such Contract, arrangement, course of dealing or understanding should continue, or as appropriate, be re-

instated, following the Closing; provided, however, that either Party may determine, in its sole discretion, not to re-instate or otherwise continue any such Contract, arrangement, course of dealing or understanding.

(e) Each of the Parties shall take the actions set forth on Schedule 2.4(e) subject to the terms and conditions therein.

5. Transfers Not Effected on or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time.

(a) To the extent that any Transfers or Assumptions contemplated by this Article II, shall not have been consummated at or prior to the Effective Time, the Parties shall use commercially reasonable efforts to effect such Transfers or Assumptions as promptly following the Effective Time as shall be practicable. Nothing herein shall be deemed to require or constitute the Transfer of any Assets or the Assumption of any Liabilities which by their terms or operation of Law cannot be Transferred; provided, however, that the Parties and their respective Affiliates shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with applicable Law, any necessary Consents for the Transfer of all Assets and Assumption of all Liabilities contemplated to be Transferred or Assumed pursuant to this Article II to the fullest extent permitted by applicable Law. In the event that any such Transfer of Assets or Assumption of Liabilities has not been consummated, from and after the Effective Time (i) the Party (or relevant member in its Group) retaining such Asset shall thereafter hold (or shall cause such member in its Group to hold) such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and (ii) the Party intended to Assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. To the extent the foregoing applies to any Contracts (other than Shared Contracts, which shall be governed solely by Section 2.2(c)) to be assigned for which any necessary Consents are not received prior to the Effective Time, the treatment of such Contracts shall, for the avoidance of doubt, also be subject to Section 2.9 and Section 2.10, to the extent applicable. In addition, the Party retaining such Asset or Liability (or relevant member of its Group) shall (or shall cause such member in its Group to) treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Asset or Liability in the ordinary course of business and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party responsible for Assuming such Liability in order to place such Party, insofar as reasonably possible and to the extent permitted by applicable Law, in the same position as if such Asset or Liability had been Transferred or Assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Effective Time to the relevant member or members of the CoreCo Group or BrazilCo Group entitled to the receipt of such Asset or required to Assume such Liability. In furtherance of the foregoing, each Party agrees (on behalf of itself and each other member of its Group) that, as of the Effective Time, subject to Section 2.2(b) and Section 2.9(b), each Party and/or each member of its Group shall (A) be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have Assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to Assume pursuant to the terms of this Agreement and (B)(I) enforce at the other Party's (or relevant member of its Group's) request, or allow the other Party's Group to enforce in a commercially reasonable manner, any rights of the Party or its Group under such Assets and Liabilities against any other Persons, (II) not waive any rights related to such Assets or Liabilities to the extent related to the Business, Assets or Liabilities of the other Party's Group, (III) not terminate (or consent to be terminated by the counterparty) any Contract that constitutes such Asset except in

connection with the expiration of such Contract in accordance with its terms, (IV) not amend, modify or supplement any Contract that constitutes such Asset and (V) provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt) after receipt of any formal notice of breach received from a counterparty to any Contract that constitutes such Asset; provided that the costs and expenses incurred by the responding Party or its Group in respect of any request by the other Party in respect of such Assets or Liabilities shall be borne solely by the requesting Party or its Group.

(b) If and when the Consents and/or conditions, the conflict, absence, non-satisfaction, existence or potential violation of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability pursuant to Section 2.5(a), are obtained or satisfied, the Transfer, assignment, Assumption or novation of the applicable Asset or Liability shall be effected by the applicable Party (or relevant member of its Group) as promptly as reasonably practicable, without further consideration, in accordance with and subject to the terms of this Agreement (including Section 2.2 and this Section 2.5) and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue or otherwise unreasonable cost on any Party, be deemed to have become effective as of the Effective Time.

(c) The Party (or relevant member of its Group) retaining any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability pursuant to Section 2.5(a) or otherwise shall (i) not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such retained Asset or Liability, as the case may be. Except as otherwise expressly provided herein, none of CoreCo or BrazilCo or any of their respective Affiliates shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any Assets or Liabilities not Transferred as of the Effective Time; provided, however, that any Party to which such Asset or Liability has not been Transferred or Assumed, respectively, due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability, may request that the Party retaining such Asset or Liability commence litigation in furtherance of such Transfer or Assumption, which request shall be considered in good faith by the Party retaining such Asset or Liability; provided, further, that a Party's good faith determination not to commence litigation shall not in and of itself constitute a breach of this Section 2.5(c), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with this Section 2.5(c).

(d) Notwithstanding anything else set forth in this Section 2.5 to the contrary, (i) neither CoreCo nor any of its Affiliates shall be required by this Section 2.5 to take any action that may, in the good faith judgment of CoreCo, (x) result in a violation of any obligation which CoreCo or any such Affiliate has to any third party or (y) violate applicable Law, and (ii) neither BrazilCo nor any of its Affiliates shall be required by this Section 2.5 to take any action that may, in the good faith judgment of BrazilCo, (x) result in a violation of any obligation which BrazilCo or any such Affiliate has to any third party or (y) violate applicable Law.

(e) The failure to obtain a Consent shall not in and of itself constitute a breach of this Agreement; provided that the foregoing shall not preclude consideration of a

Party's efforts in pursuing such Consent for purposes of determining compliance with this Section 2.5.

(f) To the extent permitted by applicable Law, with respect to Assets and Liabilities described in Section 2.5(a), each of CoreCo and BrazilCo shall, and shall cause their respective Affiliates to, (i) treat for all Tax purposes (A) the deferred Assets as assets having been Transferred to and owned by the Party entitled to such Assets not later than the Closing and (B) the deferred Liabilities as liabilities having been Assumed and owned by the Person intended to be subject to such Liabilities not later than the Closing and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Action).

6. Wrong Pockets; Mail & Other Communications; Payments.

(a) Subject to Section 2.2(c) (*Treatment of Shared Contracts*) and Section 2.5 (*Transfers Not Effected on or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*), (i) if at any time within twenty-four (24) months after the Closing, any Party discovers that any BrazilCo Asset is held by any member of the CoreCo Group or any of its respective then-Affiliates, CoreCo shall, and shall cause the other members of its Group and its and their then-Affiliates to, use their respective reasonable best efforts to promptly procure the Transfer of the relevant BrazilCo Asset to BrazilCo or an Affiliate of BrazilCo designated by BrazilCo for no additional consideration; or (ii) if at any time within twenty-four (24) months after the Closing, any Party discovers that any CoreCo Asset is held by any member of the BrazilCo Group or any of its then-Affiliates, BrazilCo shall, and shall cause the other members of its Group and its and their respective then-Affiliates to, use their respective reasonable best efforts to promptly procure the Transfer of the relevant CoreCo Asset to CoreCo or an Affiliate of CoreCo designated by CoreCo for no additional consideration; provided that in the case of clause (i), neither CoreCo nor any of its Affiliates, or in the case of clause (ii), neither BrazilCo nor any of its Affiliates, shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party. If reasonably practicable and permitted under applicable Law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Assumption Instrument as may be agreed by the relevant Parties.

(b) At any time on or prior to the twenty-four (24) month anniversary following the Closing, if any Party or any member of its Group or (or any of its or their respective then-Affiliates) owns any Asset, that, although not Transferred pursuant to this Agreement, is agreed by such Party and the other Party in their good faith judgment to be an Asset that more properly belongs to such other Party or a member of its Group, or is an Asset that such other Party or a member of its Group was intended to have the right to continue to use (other than (for the avoidance of doubt), as between any two Parties, any Asset acquired from an unaffiliated third party by a Party or member of such Party's Group following the Closing), then the Party or a member of its Group (or applicable then-Affiliate) owning such Asset shall, as applicable, (i) Transfer any such Asset to the Party or a member of its Group identified as the appropriate transferee and following such Transfer, such Asset shall be a BrazilCo Asset or CoreCo Asset, as the case may be, or (ii) grant such mutually agreeable rights with respect to such Asset to permit such continued use, subject to, and consistent with this Agreement, including with respect to Assumption of associated Liabilities. If reasonably practicable and permitted under applicable Law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Assumption Instrument as may be agreed by the relevant Parties.

(c) After the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) may receive mail, packages and other communications properly belonging to the other Party (or any member of its Group).

Accordingly, at all times after the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) is hereby authorized to receive and, to the extent reasonably necessary to identify the proper recipient in accordance with this Section 2.6(c), open all mail, packages and other communications received by such Party (or member of its Group or its or their then-Affiliate) that belongs to such other Party (or member of such other Party's Group), and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall as promptly as reasonably practicable deliver or cause to be delivered such mail, packages or other communications (or, in case the same also relates to the business of the receiving Party or the other Party, copies thereof) to such other Party as provided for in Section 9.6; provided that, if a Party (or any member of its Group and any of its or their respective then-Affiliates) receives any claim or demand against the other Party (or any member of such other Party's Group), or any notice or other communication regarding any Action involving the other Party (or any member of such other Party's Group), such Party shall, and shall cause the other members of its Group to, as promptly as practicable (and, in any event, use commercially reasonable efforts to do so within fifteen (15) days after receipt thereof) notify such other Party (including such other Party's legal department) of the receipt of such claim, demand, notice or other communication, and shall promptly deliver such claim, demand, notice or other communication (or, in case the same also relates to the business of the receiving Party or the other Party, copies thereof) to such other Party; provided, however, that the failure to provide such notice shall not constitute a breach of this Section 2.6(c) except to the extent that any such Party shall have been actually prejudiced as a result of such failure. The provisions of this Section 2.6(c) are not intended to, and shall not be deemed to, constitute an authorization by any Party or any other member of either Group (or any of their Affiliates from time to time) to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of the other Party or any other member of either Group or any of their respective then-Affiliates for service of process purposes.

(d) After the Closing, BrazilCo shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to CoreCo (or its designee) any monies or checks that have been received by BrazilCo (or another member of its Group or its or its respective then-Affiliates) after the Closing to the extent they are (or represent the proceeds of) a CoreCo Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis, in each case, to the applicable members of the CoreCo Group; provided that if the aggregate amount not yet paid or delivered exceeds fifty thousand dollars ($50,000) before such monthly payment and delivery, such amount shall be paid and delivered to the applicable members of the CoreCo Group within seven (7) days).

(e) After the Closing, CoreCo shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to BrazilCo (or its designee; provided that such designee shall not result in CoreCo or any of its Affiliates bearing additional Taxes) any monies or checks that have been received by CoreCo (or another member of its Group or its or its respective then-Affiliates) after the Closing to the extent they are (or represent the proceeds of) a BrazilCo Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis, in each case, to the applicable members of the BrazilCo Group; provided that if the aggregate amount not yet paid or delivered exceeds fifty thousand dollars ($50,000) before such monthly payment and delivery, such amount shall be paid and delivered to the applicable members of the BrazilCo Group within seven (7) days).

7. Conveyancing and Assumption Instruments. In connection with, and in furtherance of, the Transfers of Assets and the acceptance and Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or prior to the Closing, by the appropriate entities, the Conveyancing and Assumption Instruments necessary to evidence the valid and effective Assumption by the applicable Party of its Assumed Liabilities and

the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets, in substantially the form contemplated hereby for Transfers and Assumptions to be effected pursuant to Delaware Law or the Laws of one of the other states of the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers and Assumptions to be effected pursuant to non-U.S. Laws, in such other form as the Parties shall reasonably agree; provided that Section 5.4(f) shall apply to each Transfer and Assumption contemplated by this Agreement.

8. Further Assurances.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement and subject to the limitations expressly set forth in this Agreement, including Section 2.5, each of the Parties shall, and shall cause the other members of its Group to, cooperate with each other and use commercially reasonable efforts, on and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, on and after the Effective Time, each Party shall, and shall cause the other members of its Group to, cooperate with the other Party (or the relevant member of its Group), and without any further consideration, but at the expense (unless allocated to the Group of the requested Party pursuant to the other terms of this Agreement) of the requesting Party (or the relevant member of its Group) (except as provided in Sections 2.2(c)(v) and 2.5(c)) from and after the Effective Time, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer, and to make all filings with, and to obtain all Consents, any Permit, Contract, indenture or other instrument, and to take all such other actions as such Party (or the relevant member of its Group) may reasonably be requested to take by the other Party (or the relevant member of its Group) from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby. Without limiting the foregoing, each Party shall, and shall cause the other members of its Group to, at the reasonable request, cost and expense (unless allocated to the Group of the requested Party (or other member of its Group) pursuant to the other terms of this Agreement) of the other Party, take such other actions as may be reasonably necessary to vest in such other Party (or other member of its Group) such title and such rights as possessed by the transferring Party (or its Group) to the Assets allocated to such Party (or member of its Group) under this Agreement, free and clear of any Security Interest.

(c) Without limiting the foregoing, each Party shall, and shall cause each member of its Group or its applicable Affiliates to, from and after the Effective Time, until five (5) years after the Effective Time, execute and deliver such documents and instruments, and take such other actions, as may be reasonably necessary to (i) record the transfer, assignment or ownership of Intellectual Property as contemplated by this Agreement with applicable Governmental Entities, intellectual property registries and domain name registrars, (ii) perfect the ownership interest of the transferee Party in such Intellectual Property and (iii) cooperate in good faith and use commercially reasonable efforts to cause any inventor, author or other creator of Intellectual Property who is or was employed by or provided services to a member or an Affiliate of either Group to execute any assignments, declarations or other documents necessary to effectuate the allocation of Intellectual Property contemplated by this Agreement. The costs of recording any such transfers or assignments shall be borne by the Party to whose Group (or an Affiliate of such Group) the applicable Intellectual Property is allocated.

9. Novation of Liabilities.

(a) Each Party, at the request of the other Party (such other Party, the "Other Party"), shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Consent, release, substitution or amendment required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(c)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10), in each case, for which a member of such Party's Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of such Other Party as provided in this Agreement, or to obtain in writing the unconditional release of the Other Party to such arrangements (other than any member of the Group who Assumed or retained such Liability as set forth in this Agreement), so that, in any such case, the members of the applicable Group will be solely responsible for such Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefor to any third party from whom any such Consent, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party). Upon either Party's reasonable request (not to exceed twice per fiscal quarter) after the Closing, the Other Party shall deliver to such requesting Party a list of the Consents, releases, substitutions or amendments required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(c)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10) for which a member of such Party's Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of such Other Party as provided in this Agreement, along with the status and anticipated timing for obtaining such Consents, releases, substitutions or amendments required.

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required Consent, release, substitution or amendment, the Other Party or a member of such Other Party's Group shall continue to be bound by such Contract or other obligation that does not constitute a Liability of such Other Party and, unless not permitted by Law or the terms thereof, as agent or subcontractor for such Party, the Party or member of such Party's Group who Assumed or retained such Liability as set forth in this Agreement (the "Liable Party") shall, or shall cause a member of its Group to, directly pay, perform and discharge fully all the obligations or other Liabilities of such Other Party or member of such Other Party's Group thereunder from and after the Effective Time. The Other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or to another member of the Liable Party's Group, all money, rights and other consideration received by it or any member of its Group in respect of such performance by the Liable Party (unless any such consideration is an Asset of such Other Party pursuant to this Agreement). If and when any such Consent, release, substitution or amendment shall be obtained or such agreement, lease or other rights or obligations shall otherwise become assignable or able to be novated, the Other Party shall promptly Transfer all rights, obligations and other Liabilities thereunder of any member of such Other Party's Group to the Liable Party or to another member of the Liable Party's Group without payment of any further consideration and the Liable Party, or another member of such Liable Party's Group, without the payment of any further consideration, shall Assume such rights and Liabilities. Each of the Parties shall, and shall cause their respective Affiliates to, take all actions and do all things reasonably necessary on its part, or such Affiliates' part, under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Section 2.9(b).

10. Guarantees and Credit Support Instruments.

(a) (i) CoreCo shall, and shall cause the other members of its Group to, (with the reasonable cooperation of BrazilCo) use commercially reasonable efforts to (A) cause a member of the CoreCo Group to be substituted in all respects for a member of the BrazilCo Group, and/or (B) have all members of the BrazilCo Group removed or released as

guarantor of or obligor for any CoreCo Liability (including any credit agreement, guarantee (including guarantees for performance or payment under Contracts), indemnity or Credit Support Instrument given or obtained by any member of the BrazilCo Group for the benefit of any member of the CoreCo Group) to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(i), and (ii) BrazilCo shall, and shall cause the other members of its Group to, (with the reasonable cooperation of CoreCo) use commercially reasonable efforts to (A) cause a member of the BrazilCo Group to be substituted in all respects for a member of the CoreCo Group, and/or (B) have all members of the CoreCo Group removed or released as guarantor of or obligor for any BrazilCo Liability (including any credit agreement, guarantee (including guarantees for performance or payment under Contracts), indemnity or Credit Support Instrument given or obtained by any member of the CoreCo Group for the benefit of any member of the BrazilCo Group) to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(ii), in each case (clauses (i) and (ii)), on or prior to the Closing or as soon as reasonably practicably thereafter. Except as otherwise provided in Section 2.10(b), no member of the BrazilCo Group or CoreCo Group or any of their respective Affiliates from time to time shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any such guarantees.

(b) On or prior to the Closing or as soon as reasonably practicable thereafter, to the extent required to obtain a release from a guaranty (a "Guaranty Release") (i) of any member of the CoreCo Group, BrazilCo shall, and shall cause its Affiliates or the other members of the BrazilCo Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which any member of the BrazilCo Group would be reasonably unable to comply or (B) which would be reasonably expected to be breached, and (ii) of any member of the BrazilCo Group, CoreCo shall, and shall cause the other members of the CoreCo Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which any member of the CoreCo would be reasonably unable to comply or (B) which would be reasonably expected to be breached.

(c) If either CoreCo or BrazilCo is unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 2.10, (i) the Party whose Group is the relevant beneficiary shall indemnify and hold harmless the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article V) and shall, or shall cause one of the other members of its Group, as agent or subcontractor for such guarantor or obligor, to pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) each of CoreCo and BrazilCo agrees not to (and to cause the members of their respective Groups not to) renew or extend the term of, increase its obligations under, or Transfer to a third party, any guarantees or Credit Support Instruments, for which the other Party is or may be liable, without the prior written consent of such other Party (such consent not to be unreasonably withheld, conditioned or delayed), unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such Party; provided, however, that with respect to guarantees included in leases for real property, in the event a Guaranty Release is not obtained and such Party wishes to extend the term of such guaranteed lease, then such Party shall have the option of extending the term until a date not to exceed the fourth (4th) anniversary of the Closing if it provides such security as is reasonably satisfactory to the guarantor under such guaranteed lease and (iii) the relevant beneficiary shall pay to the guarantor or obligor a fee payable at the end of each calendar quarter that commences on or after the Closing Date based on a rate of three percent (3%) *per annum* on the average outstanding amount of the obligation underlying such guarantee or obligation during such quarter.

(d) Each Party shall, and shall cause the other members of their respective Groups to cooperate with respect to the obligations set forth in this Section 2.10(d) and (i) BrazilCo shall, and shall cause its Affiliates and the other members of its Group to, use commercially reasonable efforts to replace, to the extent that the relevant beneficiary requires a replacement Credit Support Instrument, all Credit Support Instruments issued or procured by CoreCo or other members of the CoreCo Group, on behalf of or in favor of any member of the BrazilCo Group or the BrazilCo Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(i) (the "BrazilCo CSIs"), as promptly as practicable with Credit Support Instruments from BrazilCo or a member of the BrazilCo Group as of the Effective Time, and (ii) CoreCo shall, and shall cause the other members of its Group to, use commercially reasonable efforts to replace, to the extent that the relevant beneficiary requires a replacement Credit Support Instrument, all Credit Support Instruments issued or procured by BrazilCo or other members of the BrazilCo Group, on behalf of or in favor of any member of the CoreCo Group or the CoreCo Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(ii) (the "CoreCo CSIs"), as promptly as practicable with Credit Support Instruments from CoreCo or a member of the CoreCo Group as of the Effective Time:

(i) With respect to any BrazilCo CSIs that remain outstanding after the Effective Time, a schedule of which shall be delivered to the Parties at or promptly following the Effective Time, (x) BrazilCo shall, and shall cause the members of the BrazilCo Group to, jointly and severally, indemnify and hold harmless the CoreCo Indemnitees for any Liabilities arising from or relating to the such BrazilCo CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such BrazilCo CSIs in accordance with the terms thereof, (y) BrazilCo shall pay to CoreCo a fee payable at the end of each calendar quarter that commences on or after the Closing Date based on a rate of three percent (3%) *per annum* on the average outstanding balance (which, for the avoidance of doubt, shall mean any amount where the guarantor or obligor has not been released from the obligation or liability), during such quarter of any outstanding BrazilCo CSIs issued by CoreCo or any member of the CoreCo Group, respectively, and (z) without the prior written consent of CoreCo, BrazilCo shall not, and shall not permit any member of the BrazilCo Group to, enter into, renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, lease, Contract or other obligation in connection with which CoreCo or any member of the CoreCo Group, respectively, has issued any Credit Support Instruments which remain outstanding. None of CoreCo or the members of the CoreCo Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the BrazilCo Group or the BrazilCo Business after the expiration of such BrazilCo CSI.

(ii) With respect to any CoreCo CSIs that remain outstanding after the Effective Time, a schedule of which shall be delivered to the Parties at or promptly following the Effective Time, (x) CoreCo shall, and shall cause the members of the CoreCo Group to, jointly and severally, indemnify and hold harmless the BrazilCo Indemnitees for any Liabilities arising from or relating to the such CoreCo CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such CoreCo CSIs in accordance with the terms thereof, (y) CoreCo shall pay to BrazilCo a fee payable at the end of each calendar quarter that commences on or after the Closing Date based on a rate of three percent (3%) *per annum* on the average outstanding balance (which, for the avoidance of doubt, shall mean any amount where the guarantor or obligor has not been released from the obligation or liability) during such quarter of any outstanding CoreCo CSIs issued by BrazilCo or any member of the BrazilCo Group, respectively, and (z) without the prior written consent of BrazilCo, CoreCo shall not, and

shall not permit any member of the CoreCo Group to, enter into, renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, lease, Contract or other obligation in connection with which BrazilCo or any member of the BrazilCo Group, respectively, has issued any Credit Support Instruments which remain outstanding. None of BrazilCo or the members of the BrazilCo Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the CoreCo Group or the CoreCo Business after the expiration of such CoreCo CSI.

11. Bank Accounts; Cash Balances.

(a) Each of CoreCo and BrazilCo shall, and shall cause the respective members of their Group to, use their commercially reasonable efforts to take all actions necessary to amend all Contracts governing each bank and brokerage account owned by BrazilCo and any other member of the BrazilCo Group, including those bank and brokerage accounts set forth on Schedule 2.11(a) and identified as a "BrazilCo Account" (collectively, the "BrazilCo Accounts"), so that from and after the time of the Closing such BrazilCo Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "linked") to any bank or brokerage account owned by CoreCo or any member of the CoreCo Group, including those bank and brokerage accounts set forth on Schedule 2.11(a) and identified as a "CoreCo Account" (collectively, the "CoreCo Accounts") are de-linked from such BrazilCo Accounts.

(b) Each of CoreCo and BrazilCo shall, and shall cause the respective members of their Group to, use their commercially reasonable efforts to take all actions necessary to amend all Contracts governing the CoreCo Accounts so that from and after the time of the Closing, such CoreCo Accounts, if currently linked to any BrazilCo Account, are de-linked from such BrazilCo Accounts.

(c) With respect to any outstanding checks issued by CoreCo, BrazilCo or any of the respective members of their Group prior to the Closing, such outstanding checks shall be honored from and after the Closing by the Person or Group owning the account on which the check is drawn, without modifying in any way the allocation of Liability (and rights to reimbursement) for such amounts under this Agreement or any Ancillary Agreement.

12. Disclaimer of Representations and Warranties. EACH OF CORECO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE CORECO GROUP) AND BRAZILCO (ON BEHALF OF ITSELF, ITS AFFILIATES AND EACH MEMBER OF THE BRAZILCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES, INFORMATION OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF

OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR THEREIN, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, WITHOUT LIABILITIES OR WARRANTIES EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST OR OTHER MATTER WHETHER OR NOT OF RECORD AND (II) ANY NECESSARY CONSENTS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

Article III

CLOSING

1. Equity Transfer Pursuant to the RSA, the Restructuring Plan and the Transaction Implementation Deed. Upon the terms and subject to the conditions of the RSA, the Restructuring Plan and the Transaction Implementation Deed, at the Closing, concurrently with the transfer by NFE Financing to the 2029 New Noteholders of all of the interests in the Series I Loan Debt and the Series II Loan Debt, CoreCo hereby agrees to, or to cause its applicable Subsidiary or Subsidiaries to, consummate the BrazilCo Equity Transfer pursuant to and in accordance with the RSA, the Restructuring Plan and the Transaction Implementation Deed. The transfer of the applicable NFE Brazil Equity and the Bradford HoldCo Equity to the 2029 New Noteholders hereunder, together with the transfer by NFE Financing to the 2029 New Noteholders of all of the interests in the Series I Loan Debt and the Series II Loan Debt shall be treated for applicable tax purposes as payment in full satisfaction by NFE Financing of the 2029 New Notes. The transfer of the applicable NFE Brazil Equity to the RCF-2/TLA Holders hereunder shall be treated for applicable tax purposes as though such NFE Brazil Equity were distributed by NFE Financing (through applicable intermediate entities) to CoreCo, and then transferred by CoreCo to the RCF-2/TLA Holders in partial satisfaction of the R-2 Revolving Credit Facility Debt or the Term Loan A Debt, as applicable.

2. BrazilCo Fractional Shares. The 2029 New Noteholders holding a number of 2029 New Notes on the Record Date which would entitle such noteholders to receive less than one whole share of NFE Brazil Equity or Bradford HoldCo Equity in the Closing, will receive fractional shares. The RCF-2/TLA Holders holding a portion of R-2 Revolving Credit Facility Debt or Term Loan A Debt which would entitle such holders to receive less than one whole share of NFE Brazil Equity in the Closing, will receive fractional shares. Fractional shares of NFE Brazil Equity and Bradford HoldCo Equity will be distributed in the Closing or credited to book-entry accounts.

3. Effectiveness of Closing. The Closing shall be deemed to occur at the Effective Time.

Article IV

CERTAIN COVENANTS

1. Auditors and Audits; Financial Statements and Accounting. Each Party agrees (on behalf of itself and each other member of its Group) that, following the Closing until the completion of each Party's audit for the fiscal year ending December 31 of the calendar year in which the Closing Date occurs, and in any event solely with respect to (x) any statutory audit with respect to any fiscal year ending prior to the Closing or for any portion of a fiscal year prior to the Closing, in each case, in respect of which the Party requesting such reasonable assistance and access was an Affiliate (or relevant member of its Group) of the other Party's Group, (y) the preparation and audit

of each of the Party's financial statements for the year ended December 31 of the calendar year in which the Closing occurs (and, if the Closing occurs in the first quarter of a calendar year, also for the previous fiscal year) or amendments thereto, or the printing, filing and public dissemination thereof, as applicable, and (z) the audit of each Party's internal controls over financial reporting and management's assessment thereof and management's assessment of each Party's disclosure controls and procedures in respect of the year ended December 31 of the calendar year in which the Closing occurs (and, if the Closing occurs in the first quarter of a calendar year, also for the previous fiscal year), in each case, as applicable; provided that in the event that any Party changes its auditors within one (1) year of the completion of each Party's audit for the fiscal year occurring after the Closing Date, then such Party may request reasonable access on the terms set forth in this Section 4.1 for a period of up to one hundred eighty (180) days from such change; provided, further, that, notwithstanding the foregoing, access of the type described in this Section 4.1 shall be afforded by and to each of the Parties (from time to time following the Closing), as applicable, to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official comment from a Governmental Entity, such as in connection with responding to a comment letter from the Commission, or as reasonably necessary to meet a filing, reporting or similar obligation required under applicable Law:

(a) Timetable for Completion of Audit. (i) BrazilCo shall use commercially reasonable efforts to enable its auditors to complete their audit for the fiscal year ending December 31 of the calendar year in which the Closing occurs on a timetable that enables CoreCo to meet its timetable for the printing, filing and public dissemination of CoreCo's annual financial statements for such fiscal year, and (ii) CoreCo shall use commercially reasonable efforts to enable their auditors to complete their audit for the fiscal year ending December 31 of the calendar year in which the Closing occurs on a timetable that enables BrazilCo to meet its timetable for the preparation of BrazilCo's annual financial statements for such fiscal year, as applicable;

(b) Annual Financial Statements. (i) Each Party shall provide or provide access to the other Party on a timely basis all Information reasonably required to meet such other Party's schedule for the preparation, printing, filing, and public dissemination, as applicable, of such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Closing occurs (and, if the Closing occurs in the first quarter of a calendar year, also for the previous fiscal year) and for management's assessment, as applicable, of the effectiveness of such Party's disclosure controls and procedures and its internal controls over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K and, to the extent applicable to such Party, its auditor's audit of its internal controls over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the Commission's and Public Company Accounting Oversight Board's rules and auditing standards thereunder, if required (such assessments and audit being referred to as the "Internal Control Audit and Management Assessments") for the fiscal year ending December 31 of the calendar year in which the Closing occurs (and, if the Closing occurs in the first quarter of a calendar year, also for the previous fiscal year), and (ii) without limiting the generality of the foregoing clause (i), each Party shall provide all required financial and other Information with respect to itself and its Subsidiaries to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the other Party's auditors (each such other Party's auditors, collectively, the "Other Party's Auditors") with respect to Information to be included or contained in such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Closing occurs (or, if the Closing occurs in the first quarter of a calendar year, the previous fiscal year) and to permit CoreCo's auditors and management to complete the Internal Control Audit and Management Assessments, if required; and

(c) Access to Personnel and Records. Subject to the confidentiality provisions of this Agreement (including, for the avoidance of doubt, those set forth in Article VI) and to the extent it relates to the time prior to the Closing, (i) each Party shall authorize and request its respective auditors to make reasonably available to the Other Party's Auditors both the personnel who performed or are performing the annual audits of such audited Party (each such Party with respect to its own audit, the "Audited Party") and work papers related to the annual audits of such Audited Party, in all cases, within a reasonable period of time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of the Audited Party's auditors as it relates to their auditors' report on such Other Party's financial statements, all within sufficient time to enable such Other Party to meet its timetable for the printing, filing and public dissemination, as applicable, of its annual financial statements with the Commission for the fiscal year ending December 31 of the calendar year in which the Closing occurs (or, if the Closing occurs in the first quarter of a calendar year, the previous fiscal year), and (ii) each Party shall use commercially reasonable efforts to make reasonably available to the Other Party's Auditors and management its personnel and Records in a reasonable time prior to the Other Party's Auditors' opinion date and the Other Party's management's assessment date so that the Other Party's Auditors and management are able to perform the procedures they reasonably consider necessary to conduct the Internal Control Audit and Management Assessments, as applicable; provided, however, that for matters pertaining to the provision of Tax records, Section 4.9 shall govern.

Nothing in this Section 4.1 shall require any Party to violate any Contract with any third party regarding the confidentiality of confidential and proprietary Information relating to that third party or its business; provided, however, that in the event that a Party is required under this Section 4.1 to disclose any such Information, such Party shall use commercially reasonable efforts to seek to obtain such third party's written consent to the disclosure of such Information.

2. Separation of Information.

(a) BrazilCo shall, and shall cause any members of the BrazilCo Group or its other Affiliates to, use commercially reasonable efforts to deliver to CoreCo (or its designee) as promptly as practicable (and, in any event, no later than twelve (12) months following the Closing) all Information that constitutes a CoreCo Asset but is commingled in any member of the BrazilCo Group's or its other Affiliates' current records or archives (whether stored with a third party or directly by any member of the BrazilCo Group or its Affiliates) (for the avoidance of doubt, BrazilCo may redact Information that is a BrazilCo Asset to which a member of the CoreCo Group does not have a license pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license pursuant to any Ancillary Agreement) or that is not otherwise related to the CoreCo Business); provided that with respect to any Information to which a member of the CoreCo Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license), such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement.

(b) If CoreCo identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that CoreCo reasonably believes constitutes a CoreCo Asset (or to which a member of its Group has a license pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license)) or is otherwise related to the CoreCo Business but is held by or on behalf of any member of the BrazilCo Group or its Affiliates (or any transferee thereof), BrazilCo shall, and shall cause any applicable member or Affiliate of the BrazilCo Group to, request that the archive holder deliver

such item to BrazilCo for review as soon as reasonably practicable, and BrazilCo shall review such request and deliver the requested material to CoreCo as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the requested material is not specific and requires a longer period of review in light of the breadth of the request, BrazilCo shall deliver the material to CoreCo as promptly as reasonably practicable and shall notify CoreCo of the expected timeframe to allow CoreCo to narrow such request if desired; provided, further, that with respect to any Information to which a member of the CoreCo Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license), such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement; provided, further, that if such requested material does not constitute a CoreCo Asset (and a member of the CoreCo Group is not otherwise granted a license pursuant to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license)) or is not otherwise related to the CoreCo Business, BrazilCo shall not deliver the material to CoreCo, but shall provide CoreCo with an explanation in reasonable detail of such determination and discuss with CoreCo in good faith.

(c) CoreCo shall, and shall cause any members of the CoreCo Group or its other Affiliates to, use commercially reasonable efforts to deliver to BrazilCo (or its designee) as promptly as practicable (and, in any event, no later than twelve (12) months following the Closing) all Information that constitutes a BrazilCo Asset but is commingled in any member of the CoreCo Group's or its other Affiliates' current records or archives (whether stored with a third party or directly by any member of the CoreCo Group or its Affiliates) (for the avoidance of doubt, CoreCo may redact Information that is a CoreCo Asset to which a member of the BrazilCo Group does not have a license pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license pursuant to any Ancillary Agreement) or that is not otherwise related to the BrazilCo Business); provided that with respect to any Information to which a member of the BrazilCo Group, as applicable, has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license), such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement.

(d) If BrazilCo identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that BrazilCo reasonably believes constitutes a BrazilCo Asset (or to which a member of its Group has a license pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license)) or is otherwise related to the BrazilCo Business but is held by or on behalf of any member of the CoreCo Group or its Affiliates (or any transferee thereof), CoreCo shall, and shall cause any applicable member or Affiliate of the CoreCo Group to, request that the archive holder deliver such item to CoreCo for review as soon as reasonably practicable, and CoreCo shall review such request and deliver the requested material to BrazilCo as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the requested material is not specific and requires a longer period of review in light of the breadth of the request, CoreCo shall deliver the material to BrazilCo as promptly as reasonably practicable and shall notify BrazilCo of the expected timeframe to allow BrazilCo to narrow such request if desired; provided, further, that with respect to any Information to which a member of the BrazilCo Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license), such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement; provided, further, that if such requested material does not constitute a BrazilCo Asset (and a member of the BrazilCo Group is not otherwise granted a license pursuant

to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license)) or is not otherwise related to the CoreCo Business, CoreCo shall not deliver the material to BrazilCo, but shall provide BrazilCo with an explanation in reasonable detail of such determination and discuss with BrazilCo in good faith.

3. Nonpublic Information. Each Party acknowledges on behalf of itself and the other members of its Group that Information provided under Section 4.1 may constitute material, nonpublic information, and trading in the securities of a member of either Group (or the securities of such Person's Affiliates, or partners) while in possession of such material, nonpublic material information may constitute a violation of the U.S. federal securities Laws.

4. Cooperation. For a period of twelve (12) months following the Closing, and subject to the terms and limitations contained in this Agreement and the Ancillary Agreements, each Party shall, and shall cause the other members of its Group, their respective then-Affiliates, each of its and their respective Affiliates and its and their employees to (a) provide reasonable cooperation and assistance to the other Party (and any member of such Party's Group) in connection with the completion of the Internal Reorganization and the transactions contemplated herein and in each Ancillary Agreement (including assisting in the preparation of the Closing), (b) provide knowledge transfer in reasonable detail at the reasonable request of the other Party regarding the Business, Assets or Liabilities of such other Party (for the avoidance of doubt, knowledge transfer is not required pursuant to this Section 4.4(b) with respect to Intellectual Property or Information constituting an Asset of the requested Party's Group (unless a license or access thereto has been granted to a member of the requesting Party's Group pursuant to Section 4.6 or 4.7 of this Agreement or an Ancillary Agreement (but in such case, Information shall be delivered only to the extent of such license (and only to the extent reasonably necessary to exercise such license) or access and otherwise subject to the terms of the applicable Ancillary Agreement))), (c) reasonably assist each Party (or member of its respective Group) in the orderly and efficient transition in becoming an independent company, (d) reasonably assist the other Party (or member of its respective Group) to the extent such Party (or member of such Party's Group) is providing or has provided services, as applicable, pursuant to the Transition Services Agreement, in connection with requests for Information from, audits or other examinations of, such other Party (or member of such Party's Group) by a Governmental Entity, and (e) provide reasonable cooperation and assistance to the other Party (and any member of its respective Group) in (i) seeking and obtaining all Consents of Governmental Entities under applicable Law with respect to the transactions contemplated by this Agreement and (ii) gathering, preparing and submitting any Information or documentary material that may be requested by any Governmental Entity in connection with obtaining such Consents, in each case (clauses (a) through (e)), at no additional cost to the Party (or member of such Party's Group) requesting such assistance other than for the actual out-of-pocket costs (which shall not include the costs of salaries and benefits of employees of such Party (or its Group) or any *pro rata* portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing) incurred by any such Party (or its Group), if applicable. The cooperation and assistance provided for in this Section 4.4 shall not be required to the extent such cooperation and assistance would result in an undue burden on any Party (or any member of its Group) or would unreasonably interfere with any of its employees' normal functions and duties. In furtherance of, and without limiting, the foregoing, each Party shall, and shall cause the other members of its Group (or their then-current Affiliates) to, make reasonably available those employees with particular knowledge of any function or service of which the other Party was not allocated the employees involved in such function or service in connection with the Internal Reorganization (including employee benefits functions, risk management, etc.).

5. Permits and Financial Assurance.

(a) Prior to the Closing, the Permit Transferor shall be responsible for preparing and submitting, on a timely basis, all filings required to effect, as applicable (i) the Transfer to the applicable Permit Transferee of all permits, including Environmental Permits, that constitute Assets that are allocated to the Permit Transferee's Group pursuant to this Agreement, and (ii) the issuance of all permits, including Environmental Permits, necessary for the conduct of the Business of the Permit Transferee's Group as it is conducted as of the time of the Closing after giving effect to the Ancillary Agreements. The Permit Transferee shall cooperate with the Permit Transferor with respect to the filing of such transfer or reissuance requests, including executing any necessary forms as required and providing Information in the Permit Transferee's possession to the Permit Transferor that is necessary for any such transfer or reissuance request. Following the Closing, notwithstanding Section 2.6, the Permit Transferor shall, and shall cause the other members of its Group to, use commercially reasonable efforts to (A) assist the Permit Transferee by providing any Information necessary to allow the Permit Transferee to apply to the applicable Governmental Entity for issuance of a new permit, including Environmental Permits, to the Permit Transferee, to the extent that such application was not submitted prior to the Closing pursuant to this Section 4.5(a), (B) of the type in clauses (i) and (ii) above, maintain each permit, including any Environmental Permit, that was not Transferred to the Permit Transferee prior to the Closing (a "Non-Transferred Permit"), in full force and effect in all material respects in the ordinary course of business consistent with past practice (or, if greater, the level of effort agreed to maintain and administer its own permits, including any Environmental Permit) and taking into account the transactions contemplated by this Agreement, until such time as the permit has been transferred or reissued to the Permit Transferee; provided that the Permit Transferor's obligation hereunder is conditioned on the Permit Transferee undertaking prompt action to apply for and prosecute the reissuance or a transfer of said Non-Transferred Permit, (C) cooperate in any reasonable and lawful arrangement designed to provide to the Permit Transferee the benefits arising under each Non-Transferred Permit, including accepting such reasonable direction as the Permit Transferee shall request of the Permit Transferor, and (D) enforce at the Permit Transferee's reasonable request, or allow the Permit Transferee to enforce in a commercially reasonable manner, any rights of the Permit Transferor under such Non-Transferred Permit (to the extent related to the Business of the Permit Transferee); provided that (x) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (A) and (B) shall be borne solely by the Permit Transferor and (y) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (C) and (D) shall be borne solely by the Permit Transferee. Following the Closing, the Permit Transferee shall be responsible for compliance by the Business of its Group with all of the terms and conditions of any permit, including any Environmental Permit, which is a Non-Transferred Permit. The Permit Transferee shall be responsible for all Liabilities related thereto and shall indemnify the Permit Transferor pursuant to Article V for all Indemnifiable Losses to the extent relating to or arising in connection with or resulting from a Permit, including any Environmental Permit, which is a Non-Transferred Permit due to the Business of its Group, including fines or penalties arising from violations by its Group of any terms and/or conditions of the Non-Transferred Permit. The covenants and agreements set forth in this Section 4.5(a) of a Permit Transferor or Permit Transferee that (x) is a member of the CoreCo Group shall constitute CoreCo Liabilities, and (y) is a member of the BrazilCo Group shall constitute BrazilCo Liabilities. Notwithstanding Section 2.5 or Section 2.6, but in furtherance of the foregoing, in the case of any Permits (including Environmental Permits) which are related to both of the CoreCo Business and BrazilCo Business (a "Shared Permit"), the holder of such Shared Permit shall be entitled to elect whether to (I) Transfer the applicable Shared Permit to a member of the other Party's Group (as designed by such Party) and procure for itself any new Permits or (II) procure the issuance for the other Party of such new Permits, including Environmental Permits, related to the existing Shared Permits (to the extent necessary for the conduct of the Business of such other Party's Group as it is conducted as of the time of the Closing after giving effect to the Ancillary

Agreements); provided that, in each case, and for the avoidance of doubt, if there is any delay in the Transfer or procurement of such Permit, clauses (A) through (D) of this Section 4.5(a) shall continue to apply.

(b) Subject to Article V, to the extent required by applicable Law and as soon as practicable after the Closing, but in any event no later than the applicable period provided by applicable Law, or, if no such date is set forth in applicable Law, then no later than thirty (30) days after the Closing, each of BrazilCo and CoreCo, as the case may be, shall, or shall cause another member of its Group to, take such action as may be required, including submitting to the appropriate regulatory agencies documentation satisfactory to such agencies that it has procured financial assurance, in compliance with applicable Laws, to obtain, replace or amend the financial assurance provided by members of the other Party's Groups in respect of Environmental Liabilities that constitute BrazilCo Liabilities or CoreCo Liabilities, respectively, pursuant to such Laws. A schedule of the financial assurance related to Environmental Liabilities required to be obtained by each of the BrazilCo Group and CoreCo Group as of the date of this Agreement is set forth on Schedule 4.5(b). Subject to Article V, to the extent that the Environmental Liability underlying such financial assurance is a BrazilCo Liability or CoreCo Liability, BrazilCo or CoreCo, respectively, shall remain liable for the costs and expenses associated with maintaining such financial assurance, even in circumstances where an Indemnitee is required as a matter of applicable Law to obtain such financial assurance.

6. Transitional Trademark License.

(a) Effective as of, and conditioned upon the occurrence of, the Closing, CoreCo, on behalf of itself and its Subsidiaries, hereby grants to BrazilCo and its Subsidiaries a worldwide, non-exclusive, non-transferable, fully paid-up, royalty-free license, without the right to grant sublicenses, to use and display CoreCo Marks used in the BrazilCo Business as of the Closing in furtherance of the BrazilCo Business as they were used in the BrazilCo Business during the six (6) months immediately prior to the Closing, for a period of six (6) months after the Closing (such period, the "Trademark License Period"), including providing such authorization letters as may be required for proving the aforementioned license of such CoreCo Marks, subject to the remainder of this Section 4.6. This Section 4.6 does not include any rights to use any CoreCo Mark as all or part of any corporate name, trade name or fictitious name of BrazilCo Group, except to the extent that such use exists as of the Closing (in which case, the terms and conditions set forth in Section 4.6(b) shall apply).

(b) BrazilCo shall, and shall cause all the members of the BrazilCo Group and its other applicable Affiliates to, as soon as practicable after the Closing but in any case within six (6) months thereafter, ensure that: (i) CoreCo Marks are removed from (A) all products, datasheets, business stationery and other BrazilCo Assets that are intended to be used externally and (B) to the extent possible, all premises occupied by BrazilCo Group; (ii) products or inventory containing or bearing CoreCo Marks in the possession, custody or control of BrazilCo Group or any of its Affiliates are (A) sold or otherwise disposed of within the Trademark License Period in the ordinary course of business consistent with past practice (a "sell-off period") or (B) following the expiration of such sell-off period, destroyed or otherwise modified to remove all CoreCo Marks; and (iii) the corporate names, trade names and fictitious names of BrazilCo Group or any of its Affiliates are changed to corporate names, trade names or fictitious names that do not contain, and are not confusingly similar to or derivative or dilutive of, any CoreCo Mark, or otherwise CoreCo Marks are ceased being used in the corporate names, trade names and fictitious names of BrazilCo Group or any of its Affiliates in a manner that is compliant with applicable Law.

(c) For the avoidance of doubt, this Section 4.6 shall not require BrazilCo or its Subsidiaries to change any internal records bearing CoreCo Marks that were

created prior to the Closing or prevent BrazilCo or its Subsidiaries from using CoreCo Marks as otherwise permitted by fair use or other applicable Law.

(d) BrazilCo shall, and shall cause all members of the BrazilCo Group to, use the CoreCo Marks only in connection with goods and services of a quality at least equal to the quality of the goods and services offered under the CoreCo Marks as of the Closing. Neither BrazilCo nor any member or Affiliate of the BrazilCo Group shall use the CoreCo Marks in a manner that may reflect negatively on such marks or on CoreCo or any member of the CoreCo Group. BrazilCo shall promptly provide to CoreCo all information reasonably requested by CoreCo, and shall comply with any reasonable direction of CoreCo, in relation to the use of the CoreCo Marks.

(e) BrazilCo shall indemnify and hold harmless CoreCo and each member of the CoreCo Group for any and all Indemnifiable Losses arising from or relating to the use by BrazilCo or any member or Affiliate of the BrazilCo Group of the CoreCo Marks under this Section 4.6.

(f) From and after the Closing, BrazilCo shall not, and shall cause each member of the BrazilCo Group and each of its Affiliates not to, adopt, use, register or apply to register any Trademark that is identical to, confusingly similar to, or dilutive of, any CoreCo House Mark, or any abbreviation, derivation or variation thereof.

7. IP Cross-License.

(a) License to BrazilCo. Effective as of, and conditioned upon the occurrence of, the Closing, CoreCo hereby grants, and shall cause the applicable members of the CoreCo Group to grant, to BrazilCo and its Subsidiaries a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up license (with the right to sublicense solely to Subsidiaries of BrazilCo and solely for use in connection with the operation of the BrazilCo Business, but not for the independent use by or sublicense to third parties), under all Patents, Copyrights (other than Copyrights in advertising and promotional materials) and Know-How owned by any member of the CoreCo Group as of the Closing and used in the BrazilCo Business as of the Closing, to use and exploit such Intellectual Property solely in connection with the conduct of the BrazilCo Business as conducted as of the Closing and natural evolutions thereof; provided that this license shall not include any rights under (i) Trademarks (which are exclusively governed by Section 4.6) or (ii) IT Assets (which are exclusively governed by the applicable IT-related provisions of this Agreement and the Ancillary Agreements).

(b) License to CoreCo. Effective as of, and conditioned upon the occurrence of, the Closing, BrazilCo hereby grants, and shall cause the applicable members or Affiliates of the BrazilCo Group to grant, to CoreCo and its Subsidiaries a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up license (with the right to sublicense solely to Subsidiaries of CoreCo and solely for use in connection with the operation of the CoreCo Business, but not for the independent use by or sublicense to third parties), under all Patents, Copyrights (other than Copyrights in advertising and promotional materials) and Know-How owned by any member or Affiliate of the BrazilCo Group as of the Closing and used in the CoreCo Business as of the Closing, to use and exploit such Intellectual Property solely in connection with the conduct of the CoreCo Business as conducted as of the Closing and natural evolutions thereof; provided that this license shall not include any rights under (i) Trademarks (which are exclusively governed by Section 4.6) or (ii) IT Assets (which are exclusively governed by the applicable IT-related provisions of this Agreement and the Ancillary Agreements).

(c) Assignment and Sublicensing.

(i) The licenses granted under this Section 4.7 are non-transferable and non-assignable, except that each license may be assigned, in whole or in part, in connection with a sale, transfer, spin-off, carve-out or other divestiture of all or any portion of the business or assets of the licensee (or any member of its Group) to which such license relates (each, a "Permitted IP Transfer"), and the applicable transferee, acquirer or successor (a "Permitted IP Transferee") shall be entitled to exercise the rights under such license solely to the extent relating to the business or assets so transferred; provided that (A) such license shall not be deemed to extend to any other businesses or Affiliates of any such Permitted IP Transferee (other than the transferred business and assets and natural evolutions thereof), (B) the Permitted IP Transferee shall be bound by all of the terms and limitations applicable to the licensee under this Section 4.7 (including the scope-of-use and sublicensing restrictions), and (C) the assigning Party shall provide written notice to the other Party of any such Permitted IP Transfer within thirty (30) days following the closing thereof.

(ii) For the avoidance of doubt, a Permitted IP Transfer may include the transfer or assignment of a portion of the license corresponding to a discrete line of business, product line, business unit or geographic business that is divested by the licensee or any member of its Group, and a Permitted IP Transferee of such partial assignment shall be entitled to use the licensed Intellectual Property solely in connection with the conduct of the divested business as conducted at the time of such divestiture and natural evolutions thereof.

(iii) No license granted under this Section 4.7 shall be construed to grant any right to the licensee (or any Permitted IP Transferee) to bring any Action against any third party for infringement, misappropriation or other violation of any Intellectual Property owned by the licensor.

(d) No Implied Licenses. Except as expressly set forth in this Section 4.7 and the Ancillary Agreements, nothing in this Agreement shall be construed as granting to either Party or any member of its Group any license or other right under any Intellectual Property of the other Party or any member of such other Party's Group, whether by implication, estoppel or otherwise.

8. Cybersecurity Cooperation

. For a period of twenty-four (24) months following the Closing Date, each Party shall, and shall cause each member or applicable Affiliate of its Group to, (a) promptly notify the other Party upon becoming aware of any cybersecurity incident that has affected or could reasonably be expected to affect the information systems, IT Assets or data of the other Party or any member or Affiliate of the other Party's Group, (b) provide reasonable cooperation and access to relevant logs, forensic data and personnel to investigate and remediate any such incident, and (c) not take any action with respect to shared IT infrastructure that would materially degrade the cybersecurity posture of the other Party or any member or Affiliate of the other Party's Group without reasonable prior notice.

9. Tax Matters.

(a) Any Transfer Taxes arising in connection with the transactions contemplated by this Agreement shall be borne fifty percent (50%) by CoreCo and fifty percent

(50%) by BrazilCo; provided, however, that if the indirect transfer of the Assets of Bradford County LLC pursuant to the Bradford County LLC Transfer and the transfer of Bradford HoldCo Equity contemplated by this Agreement result in more than one incurrence of real property Transfer Taxes, only the first such incurrence shall be shared in accordance with the foregoing and any such additional Transfer Taxes shall be borne by BrazilCo. The Parties shall cooperate in connection with the filing of Tax Returns related to Transfer Taxes and the payment of any Transfer Taxes when due and, to the extent either Party is responsible for any portion of such Transfer Tax pursuant to this Section 4.9(a) that was paid by the other Party, shall reimburse such other Party for its allocable share. The Parties agree to cooperate to minimize or eliminate any Transfer Taxes. The Parties shall cooperate in connection with the filing of Tax Returns related to Transfer Taxes.

(b) CoreCo and BrazilCo shall, and shall cause their respective Affiliates to, reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes.

(c) Except with the prior written consent of CoreCo (such consent not to be unreasonably withheld, conditioned or delayed), BrazilCo shall not, and shall not cause or permit any of its Affiliates to (i) cause or permit any member of the BrazilCo Group to take any action that could reasonably be expected to have an adverse effect on CoreCo on the Closing Date after the Closing outside the ordinary course of business; (ii) amend, refile, revoke or otherwise modify, or consent to the amendment, refiling, revocation or modification of, any Tax Returns, or make or change any accounting methods or Tax elections (including any entity classification election pursuant to Treasury Regulations Section 301.7701-3 or an election under Section 338 of the Code or Treasury Regulations Section 1.245A-5), which election or change would be effective on or prior to the day following the Closing Date, in each case, with respect to any member of the BrazilCo Group and relating to a taxable period (or portion thereof) ending on or before the Closing Date; (iii) unless otherwise required by applicable Law, file any Tax Return for any taxable period that begins on or before the Closing Date and ends after the Closing Date in a manner inconsistent with past practice or, in the absence of past practice, that could be reasonably expected to have an adverse effect on CoreCo; (iv) voluntarily approach any Governmental Entity regarding any Taxes or Tax Returns of or with respect to any member of the BrazilCo Group relating to a taxable period (or portion thereof) ending on or before the Closing Date if any adjustment of such Taxes or Tax Returns could reasonably be expected to increase the Tax liability of any member of the CoreCo Group for such taxable period; (v) cause or permit any member of the BrazilCo Group to take any action outside the ordinary course of business that could reasonably be expected to cause income or gain realized by any member of the BrazilCo Group arising in a taxable period (or portion thereof) beginning after the Closing Date to be included by CoreCo or any of its Affiliates under Section 951(a) or Section 951A of the Code; or (vi) take any action or refrain from taking any action, in each case, that could reasonably be expected to increase the Tax liability of any member of the CoreCo Group for a taxable period (or portion thereof) beginning on or before the Closing Date.

(d) Except with the prior written consent of BrazilCo (such consent not to be unreasonably withheld, conditioned or delayed), CoreCo shall not, and shall not cause or permit any of its Affiliates to (i) cause or permit any member of the CoreCo Group to take any action that could reasonably be expected to have an adverse effect on BrazilCo on the Closing Date after the Closing outside the ordinary course of business; (ii) amend, refile, revoke or otherwise modify, or consent to the amendment, refiling, revocation or modification of, any Tax Returns, or make or change any accounting methods or Tax elections, which election or change would be effective on or prior to the day following the Closing Date and which could reasonably be expected to have an adverse effect on BrazilCo, in each case, with respect to any member of the CoreCo Group and relating to a taxable period (or portion thereof) ending on or before the

Closing Date; (iii) unless otherwise required by applicable Law, file any Tax Return with respect to or which includes any member of the BrazilCo Group for any taxable period that begins on or before the Closing Date and ends after the Closing Date in a manner inconsistent with past practice or, in the absence of past practice, that could be reasonably expected to have an adverse effect on BrazilCo; (iv) voluntarily approach any Governmental Entity regarding any Taxes or Tax Returns of or with respect to any member of the CoreCo Group relating to a taxable period (or portion thereof) ending on or before the Closing Date if any adjustment of such Taxes or Tax Returns could reasonably be expected to increase the Tax liability of any member of the BrazilCo Group for such taxable period; or (v) take any action or refrain from taking any action, in each case, that could reasonably be expected to increase the Tax liability of any member of the BrazilCo Group for a taxable period (or portion thereof) beginning on or before the Closing Date.

(e) CoreCo and BrazilCo shall, and shall cause their respective Affiliates to, reasonably cooperate to (1) make an election to close the tax year of NFE Brazil for purposes of Section 951(a)(2) of the Code (which may include making an election under U.S. Treasury regulations Section 1.245A-5(e), to the extent such an election is available, but not an election under Section 338 of the Code or an entity classification election pursuant to Treasury Regulations Section 301.7701-3) to the extent permitted by Law, and (2) if no such election is available, to apply the provisions of Section 951(a)(2) of the Code such that, to the maximum extent permitted by Law, the amount of any income required to be included by CoreCo or any of its Affiliates under Section 951(a) or Section 951A of the Code with respect to the taxable year of the Closing corresponds as closely as possible to income computed based on a closing of the books and records on the close of the Closing Date (in the event that the Closing Date is not the last day of the taxable period, as if the Closing Date were the last day of the applicable taxable period), subject to adjustment for items accrued on the Closing Date that are properly allocable to a taxable period following the Closing, as mutually determined by the Parties in good faith; provided that for any apportionment under clause (2) above, any exemptions, allowances or deductions that are calculated on an annual basis (including, but not limited to, depreciation and amortization deductions) will be allocated between the period ending at the close of the Closing Date and the period beginning after the Closing Date in proportion to the number of days in each taxable period.

(f) Notwithstanding anything to the contrary in this Agreement, neither CoreCo nor any of its Affiliates shall be required to disclose to BrazilCo or any of its Affiliates any Tax Return of CoreCo or an Affiliate thereof (other than a member of the BrazilCo Group) or any Tax Return that is filed on a combined, consolidated or unitary basis with CoreCo or an Affiliate thereof (other than a Tax Return of a group that consists solely of members of the BrazilCo Group), or any related work papers, except, in each case, for materials or portions thereof that relate solely to a member of the BrazilCo Group, nor shall BrazilCo or any of its Affiliates have any right to inspect, review, comment on or approve any such Tax Return or to control or participate in any Tax proceeding or other proceeding related thereto, and all rights with respect to each such Tax Return shall remain solely with CoreCo and its Affiliates (other than members of the BrazilCo Group).

(g) Each of CoreCo or BrazilCo shall promptly notify the other in writing upon the receipt of any notice of Action relating to Taxes from the relevant Governmental Entity or upon becoming aware of an actual or potential Action by a Governmental Entity that may affect the liability of any member of the BrazilCo Group or the CoreCo Group, respectively, for Taxes under this Agreement; provided that a Party's right to indemnification under this Agreement shall not be limited in any way by a failure to so notify, except to the extent that the Indemnifying Party is actually prejudiced by such failure. The applicable Controlling Party shall have the right to control, at its own expense, any Action relating to Taxes of any member of the applicable Group or Groups and shall have absolute

discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any Action described in the preceding sentence; provided, however, that to the extent such Action could reasonably be expected to result in any member of the non-Controlling Party's Group becoming responsible for a payment of Taxes, give rise to an indemnity obligation of the non-Controlling Party under Article V, or otherwise materially and adversely affect any member of the non-Controlling Party's Group (an "Adverse Tax Effect"), the Controlling Party shall, in each case solely to the extent relating to items or matters that could reasonably be expected to result in an Adverse Tax Effect to any member of the non-Controlling Party's Group, (i) keep the non-Controlling Party reasonably informed of all material developments and events relating to any such Action, (ii) consult with the non-Controlling Party before taking any significant or material action in connection with such Action, (iii) permit the non-Controlling Party to participate at its own cost and expense in (but not to control) the defense of such Action and (iv) not settle, compromise or abandon such Action without obtaining the prior written consent of the non-Controlling Party (such consent not to be unreasonably withheld, conditioned or delayed).

(h) The covenants contained in this Section 4.9 shall survive until ninety (90) days after the expiration of the applicable statute of limitations (including any valid extensions thereof).

Article V

INDEMNIFICATION

1. Release of Pre-Closing Claims.

(a) Except (i) as provided in Section 5.1(b), (ii) as may be otherwise expressly provided in this Agreement and (iii) for any matter for which any Indemnitee is entitled to indemnification pursuant to this Article V, each Party, on behalf of itself and each member of its Group, and to the extent permitted by Law, all Persons who at any time prior to the Closing were directors, officers, agents or employees of any member of its respective Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, do hereby knowingly, unconditionally and irrevocably and fully remise, release and forever discharge the other Party and the other members of such other Party's Group and their respective successors and all Persons who at any time prior to the Closing were shareholders, directors, officers or employees of any member of such other Party's Group (in their capacity as such), in each case, together with their respective heirs, executors, administrators, successors and assigns from any and all Liabilities whatsoever, whether at Law or in equity, whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Closing, including in connection with the Internal Reorganization, the Closing and any of the other transactions contemplated hereunder and under the Ancillary Agreements; provided, however, that no employee shall be remised, released and discharged to the extent that such Liability relates to, arises out of or results from fraud, willful misconduct, willful default or gross negligence by such employee.

(b) Nothing contained in this Agreement, including Section 5.1(a) or Section 2.4, shall impair or otherwise affect any right of any Party, any member of either Group, or any Party's or member of a Group's respective heirs, executors, administrators, successors and assigns to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that continue in effect after the Closing pursuant to the terms of this Agreement or any Ancillary Agreement. In addition, nothing contained in Section 5.1(a) shall release any Person from:

(i) any Liability Assumed, Transferred or allocated to a Party or a member of such Party's Group pursuant to or as contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary Agreement, including (A) with respect to BrazilCo, any BrazilCo Liability, and (B) with respect to CoreCo, any CoreCo Liability;

(ii) any Liability under any Other Surviving Intergroup Account;

(iii) any Liability in respect of any Contract that is entered into after the Closing between one Party (or a member of such Party's Group), on the one hand, and the other Party (or a member of such Party's Group), on the other hand;

(iv) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or any Ancillary Agreement or otherwise for claims or Actions brought against any Indemnitee by third parties, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article V, or, in the case of any Liability arising out of an Ancillary Agreement, the applicable provisions of the Ancillary Agreement; or

(v) any Liability the release of which would result in a release of any Person other than the Persons released in Section 5.1(a); provided that the Parties agree not to bring any Action or permit any other member of their respective Group to bring any Action against a Person released in Section 5.1(a) with respect to such Liability.

In addition, nothing contained in Section 5.1(a) shall release (x) CoreCo from indemnifying any director, officer or employee of BrazilCo who was a director, officer or employee of CoreCo or any of its Subsidiaries on or prior to the Closing, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Closing; it being understood that if the underlying obligation giving rise to such Action is a BrazilCo Liability, BrazilCo shall indemnify CoreCo for such Liability (including CoreCo's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article V, and (y) BrazilCo from indemnifying any director, officer or employee of CoreCo who was a director, officer or employee of BrazilCo or any of its Subsidiaries on or prior to the Closing, as the case may be, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Closing; it being understood that if the underlying obligation giving rise to such Action is a CoreCo Liability, CoreCo shall indemnify BrazilCo for such Liability (including BrazilCo's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article V.

(c) From and after the time of the Closing, each Party shall not, and shall not permit any member of its Group, or any of their respective Affiliates, to, make any (or fail to withdraw any previously existing) claim, demand or offset, or commence any (or fail to withdraw any previously existing) Action asserting any claim, demand or offset, including any claim for indemnification, against the other Party or any member of such other Party's Group, or any other Person released pursuant to Section 5.1(a) or their respective successors with respect to any Liabilities released pursuant to Section 5.1(a).

(d) It is the intent of each Party, by virtue of the provisions of this Section 5.1, to provide for, at the time of the Closing, a knowing, unconditional and irrevocable and a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Closing, whether known or unknown, between any Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's or parties' Group), on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Closing), except as specifically set forth in Sections 5.1(a) and 5.1(b). At any time, at the reasonable request of the other Party, each Party shall cause each member of its respective Group and, to the extent practicable each other Person on whose behalf it released Liabilities pursuant to this Section 5.1 to execute and deliver releases reflecting the provisions hereof.

2. Indemnification by CoreCo. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement, following the Closing, CoreCo shall, and shall cause the other members of the CoreCo Group to, indemnify, defend and hold harmless the BrazilCo Indemnitees from and against any and all Indemnifiable Losses of the BrazilCo Indemnitees, to the extent relating to, arising out of or resulting from (a) the CoreCo Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute a CoreCo Liability or (b) any breach by CoreCo of any provision of this Agreement.

3. Indemnification by BrazilCo. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement, following the Closing, BrazilCo shall, and shall cause the other members of the BrazilCo Group to, indemnify, defend and hold harmless the CoreCo Indemnitees from and against any and all Indemnifiable Losses of the CoreCo Indemnitees, to the extent relating to, arising out of or resulting from (a) the BrazilCo Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute a BrazilCo Liability or (b) any breach by BrazilCo of any provision of this Agreement.

4. Procedures for Third Party Claims.

(a) If a claim or demand is made against a CoreCo Indemnitee or a BrazilCo Indemnitee (each, an "Indemnitee") by any Person who is not a member of the BrazilCo Group or CoreCo Group (a "Third Party Claim") as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement, such Indemnitee shall notify the Party which is or may be required pursuant to this Article V to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third Party Claim as promptly as practicable (and in any event within thirty (30) days of the later of (i) receipt by such Indemnitee of written notice of the Third Party Claim and (ii) such Indemnitee forming a reasonable belief that it is or may be entitled to indemnification pursuant to this Agreement with respect to such Third Party Claim) after receipt by such Indemnitee of written notice of the Third Party Claim. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, as promptly as practicable (and in any event within five (5) Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim. Notwithstanding the foregoing, failure to provide such written notice or copies shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

(b) Other than in the case of (i) Taxes, which shall be governed by Section 4.9 or (ii) indemnification by a beneficiary Party of a guarantor Party pursuant to

Section 2.10(c) (the defense of which shall be controlled by the beneficiary Party), (A) an Indemnifying Party shall be entitled (but shall not be required) to assume and control the defense of any Third Party Claim, and (B) if it does not assume the defense of such Third Party Claim, to participate in the defense of such Third Party Claim, in each case, at such Indemnifying Party's own cost and expense and by such Indemnifying Party's own counsel that is reasonably acceptable to the applicable Indemnitees (after consultation in good faith with the applicable Indemnitees), if it gives prior written notice of its intention to do so to the applicable Indemnitees within thirty (30) days of the Indemnifying Party's receipt of notice of the relevant Third Party Claim from the applicable Indemnitees pursuant to Section 5.4(a) (and, in the event the Indemnifying Party does not provide notice within such thirty (30) days of its intention to assume or participate in the defense of such Third Party Claim, the Indemnifying Party shall be deemed to have waived its right to do so); provided, however, that the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim pursuant to this Section 5.4(b) to the extent such Third Party Claim (x) is an allegation of a criminal violation, (y) seeks injunctive, equitable or other relief other than monetary damages against the Indemnitee (provided that such Indemnitee shall reasonably cooperate with the Indemnifying Party, at the request of the Indemnifying Party, in seeking to separate any such claims from any related claim for monetary damages if this clause (y) is the sole reason that such Third Party Claim is a Non-Assumable Third Party Claim) or (z) is made by a Governmental Entity (clauses (x), (y) and (z), the "Non-Assumable Third Party Claims"). After notice from an Indemnifying Party to an Indemnitee of the Indemnifying Party's election to assume the defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any event, shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent Information, materials and other information in such Indemnitee's possession or under such Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party; provided, however, that in the event a conflict of interest exists, or is reasonably likely to exist, that would make it inappropriate in the reasonable judgment of the applicable Indemnitee(s) for the same counsel to represent both the Indemnifying Party and the applicable Indemnitee(s), such Indemnitee(s) shall be entitled to retain, at the Indemnifying Party's expense, separate counsel. In the event that the Indemnifying Party exercises the right to assume and control the defense of a Third Party Claim as provided above, (I) the Indemnifying Party shall keep the Indemnitee(s) apprised of all material developments in such defense, (II) the Indemnifying Party shall not withdraw from the defense of such Third Party Claim without providing advance notice to the Indemnitee(s) reasonably sufficient to allow the Indemnitee(s) to prepare to assume the defense of such Third Party Claim, and (III) the Indemnifying Party shall conduct the defense of the Third Party Claim actively and diligently, including the posting of any bonds or other security required in connection with the defense of such Third Party Claim.

(c) Other than in the case of a Non-Assumable Third Party Claim, if an Indemnifying Party elects not to assume responsibility for defending a Third Party Claim or fails to notify an Indemnitee of its election as provided in Section 5.4(b), or if the Indemnifying Party fails to actively and diligently defend the Third Party Claim (including by withdrawing or threatening to withdraw from the defense thereof), the applicable Indemnitee(s) may defend such Third Party Claim at the cost and expense of the Indemnifying Party. If the Indemnitee is conducting the defense of any Third Party Claim, the Indemnifying Party shall cooperate with the Indemnitee in such defense and make available to the Indemnitee, at the Indemnifying Party's expense, all witnesses, pertinent Information, material and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating thereto as are reasonably required by the Indemnitee pursuant to a joint defense agreement to be entered into by Indemnitee and the Indemnifying Party; provided, however, that such access shall not require the Indemnifying Party to disclose any information the disclosure of which would, in the

reasonable judgment of the Indemnifying Party, result in the loss of any existing attorney-client privilege with respect to such information or violate any applicable Law.

(d) No Indemnitee may admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge any Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. If an Indemnifying Party has failed to assume the defense of a Third Party Claim, it shall not be a defense to any obligation to pay any amount in respect of such Third Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or that such Third Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(e) In the case of a Third Party Claim, the Indemnifying Party shall not admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge, the Third Party Claim without the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (i) completely and unconditionally releases the Indemnitee in connection with such matter, (ii) provides relief consisting solely of money damages borne by the Indemnifying Party and (iii) does not involve any admission by the Indemnitee of any wrongdoing or violation of Law.

(f) Notwithstanding anything herein or in any Ancillary Agreement or any Conveyancing and Assumption Instrument to the contrary, other than (x) actions for specific performance or injunctive or other equitable relief pursuant to Section 9.19, and (y) the indemnification provisions in Section 2.2(c), Section 2.5(c), Section 2.10 and Section 4.5, (i) the indemnification provisions of this Article V shall be the sole and exclusive remedy of the Parties, the parties to the Conveyancing and Assumption Instruments and any Indemnitee for any breach of this Agreement or any Conveyancing and Assumption Instrument and for any failure to perform and comply with any covenant or agreement in this Agreement or in any Conveyancing and Assumption Instrument; (ii) each Party and each Indemnitee knowingly, unconditionally and irrevocably and expressly waives and relinquishes any and all rights, claims or remedies it may have with respect to the foregoing other than under this Article V against any Indemnifying Party; (iii) none of the Parties, the members of their respective Groups or any other Person may bring a claim under any Conveyancing and Assumption Instrument; (iv) any and all claims arising out of, resulting from, or in connection with the Internal Reorganization or the other transactions contemplated in this Agreement must be brought under and in accordance with the terms of this Agreement; and (v) no breach of this Agreement or any Conveyancing and Assumption Instrument shall give rise to any right on the part of any Party or party thereto, after the consummation of the Closing, to rescind this Agreement, any Conveyancing and Assumption Instrument or any of the transactions contemplated hereby or thereby, except as expressly provided in Section 2.6(a) and Section 2.6(b); provided, however, that with respect to the transactions contemplated by this Agreement (including the Internal Reorganization and Closing), the Parties may also bring claims with respect to Taxes under and in accordance with Section 4.9. Each Party shall cause its Affiliates to comply with this Section 5.4(f).

(g) The provisions of this Article V shall apply to Third Party Claims that are already pending or asserted as well as Third Party Claims brought or asserted after the date of this Agreement. There shall be no requirement under this Section 5.4 to give notice with respect to the existence of any Third Party Claim that exists as of the Closing. Each Party on behalf of itself and each other member of its Group acknowledges that Liabilities for Actions (regardless of the parties to the Actions) may be partly CoreCo Liabilities and partly BrazilCo Liabilities. If the Parties cannot agree on the allocation of any such Liabilities for Actions, they

shall resolve the matter of such allocation pursuant to the procedures set forth in Article VII. No Party shall, nor shall any Party permit the other members of its Group (or their respective then-Affiliates) to, file Third Party Claims or cross-claims against the other Party or any members of the other Group in an Action in which a Third Party Claim is being resolved.

(h) This Section 5.4, Section 5.5 and Section 5.6 shall not apply to Actions related to Taxes, which shall be governed exclusively by Section 4.9.

5. Procedures for Direct Claims. An Indemnitee shall give the Indemnifying Party written notice of any matter that an Indemnitee has determined has given or would reasonably be expected to give rise to a right of indemnification under this Agreement (other than a Third Party Claim which shall be governed by Section 5.4(a)), within thirty (30) days of such determination, stating the amount of the Indemnifiable Loss claimed, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

6. Cooperation in Defense and Settlement.

(a) With respect to any Third Party Claim that implicates both Parties (or any member of such Parties' respective Groups or their respective then-Affiliates) in a material respect, including due to the allocation of Liabilities, the reasonably foreseeable impact on the Businesses of the relief sought or the responsibilities for management of defense and related indemnities pursuant to this Agreement, each Party agrees to, and shall cause the members of such Parties' respective Group to (i) as promptly as practicable, consult in good faith with the applicable member of such other Party's respective Group to determine which Party (or Parties) shall be responsible for managing the defense of any such Third Party Claim (provided that the Parties agree to consult in good faith to reassess such determination as additional material facts with respect to any such Third Party Claim become known), and (ii) use reasonable best efforts to cooperate fully (including providing signatures required in connection with the resolution of any Third Party Claim in accordance with Section 5.4 and this Section 5.6) and maintain a joint defense (in a manner that will preserve for all Parties any Privilege). The Party that is not responsible for managing the defense of any such Third Party Claim shall be consulted with respect to material matters relating thereto and may, if necessary or helpful, retain counsel to assist in the defense of such claims. Notwithstanding the foregoing, nothing in this Section 5.6 shall derogate from any Party's rights to control the defense of any Action in accordance with Section 5.4.

(b) (i) Notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment of CoreCo, materially and adversely impact the business or conduct of the CoreCo Business or result in a material adverse change to any member of the CoreCo Group at shared locations where any member of the BrazilCo Group and any member of the CoreCo Group, as applicable, have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, CoreCo shall have, at CoreCo's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the BrazilCo Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that CoreCo's participation does not affect any Privilege in a material and adverse manner, such that

BrazilCo shall comply with this Section 5.6(b) to the fullest extent possible without materially and adversely affecting such Privilege; provided that to the extent that any such Third Party Claim requires the submission by any member of the BrazilCo Group of any Information relating to any current or former officer or director of any member of the CoreCo Group, such Information will only be submitted in a form approved by CoreCo in its reasonable discretion, and (ii) notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment of BrazilCo, materially and adversely impact the business or conduct of the BrazilCo Business or result in a material adverse change to any member of the BrazilCo Group at shared locations where any member of the BrazilCo Group and any member of the CoreCo Group, as applicable, have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, BrazilCo shall have, at BrazilCo's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the CoreCo Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that BrazilCo's participation does not affect any Privilege in a material and adverse manner, such that CoreCo shall comply with this Section 5.6(b) to the fullest extent possible without materially and adversely affecting such Privilege; provided that to the extent that any such Third Party Claim requires the submission by any member of the CoreCo Group of any Information relating to any current or former officer or director of any member of the BrazilCo Group, such Information will only be submitted in a form approved by BrazilCo in its reasonable discretion. Notwithstanding anything to the contrary in this Agreement, with regard to the matters specified in the preceding clause (i), CoreCo shall have a right to consent to any compromise or settlement related thereto by any member of the BrazilCo Group to the extent that the effect on any member of the CoreCo Group would reasonably be expected to result in a material adverse effect on the financial condition or results of operations of CoreCo and its Subsidiaries at such time or the CoreCo Business conducted thereby at such time, taken as a whole, and such material adverse effect would reasonably be expected to be greater with respect to the CoreCo Group, taken as a whole, than the effect on the BrazilCo Group, taken as a whole, and (B) with regard to the matters specified in the preceding clause (ii), BrazilCo shall have a right to consent to any compromise or settlement related thereto by any member of the CoreCo Group to the extent that the effect on any member of the BrazilCo Group would reasonably be expected to result in a material adverse effect on the financial condition or results of operations of BrazilCo and its Subsidiaries at such time or the BrazilCo Business conducted thereby at such time, taken as a whole, and such material adverse effect would reasonably be expected to be greater with respect to the BrazilCo Group, taken as a whole, than the effect on the CoreCo Group, taken as a whole.

(c) Each of CoreCo and BrazilCo agrees on behalf of itself and the other members of its Group that at all times from and after the Closing, if an Action is commenced by a third party naming both Parties (or any member of such Parties' respective Groups or their respective then-Affiliates) as defendants and with respect to which one or more named Parties (or any member of such Party's respective Group or their respective then-Affiliates) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such named Party under this Agreement, then the other Party shall use, and shall cause the other members of its respective Group to use, commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable (including using commercially reasonable efforts to petition the applicable court to remove such Party (or member of its Group or their respective then-Affiliates) as a defendant to the extent such Action relates solely to Assets or Liabilities that the other Party (or Group) has been allocated pursuant to this Agreement). In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, each Party shall, and shall cause

the other members of its Group to, endeavor to substitute the Indemnifying Party for the named defendant, if at all practicable and advisable under the circumstances. Notwithstanding any applicable confidentiality or Privilege provisions to the contrary in this Agreement, any Party endeavoring to remove or substitute such defendant pursuant to this Agreement shall be entitled to submit any necessary provisions of this Agreement, including the Schedules and Exhibits hereto, to the applicable court solely for the purpose of supporting such Party's commercially reasonable efforts to remove or substitute such defendant. In the event any Party endeavoring to remove or substitute such defendant pursuant to this Agreement submits any necessary provisions of this Agreement, including the Schedules and Exhibits hereto, to the applicable court, such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any provisions of this Agreement, including the Schedules and Exhibits hereto, that are not otherwise publicly filed) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge. If such substitution or addition cannot be achieved for any reason or is not requested, management of the Action shall be determined as set forth in this Article V.

7. Indemnification Payments. Indemnification required by this Article V shall be made by periodic payments of the amount of Indemnifiable Loss in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss or Liability is incurred. The applicable Indemnitee shall deliver to the Indemnifying Party, upon request, reasonably satisfactory documentation setting forth the basis for the amount of such payments, including documentation with respect to calculations made and consideration of any Insurance Proceeds or Third Party Proceeds that actually reduce the amount of such Indemnifiable Losses; provided that the delivery of such documentation shall not be a condition to the payments described in the first sentence of this Section 5.7, but the failure to deliver such documentation may be the basis for the Indemnifying Party to contest whether the applicable Indemnifiable Loss or Liability was incurred by the applicable Indemnitee.

8. Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any Indemnifiable Loss subject to indemnification pursuant to this Article V, shall be calculated (i) net of Insurance Proceeds that actually reduce the amount of the Indemnifiable Loss and (ii) net of any proceeds received by the Indemnitee from any third party (net of any deductible, retention amount or increased insurance premiums incurred by the Indemnifying Party in obtaining such recovery) for such Liability that actually reduce the amount of the Indemnifiable Loss ("Third Party Proceeds"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article V to any Indemnitee pursuant to this Article V shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party in respect of any Indemnifiable Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties hereby agree that an insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto and, solely by virtue of the indemnification provisions hereof, shall not have any subrogation rights with respect thereto, and that no insurer or any other third party shall be entitled to a "windfall" (e.g., a benefit it would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that it would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement. The Indemnitee shall use commercially reasonable efforts to seek to collect or

recover any Insurance Proceeds and any Third Party Proceeds to which the Indemnitee is entitled in connection with any Indemnifiable Loss for which the Indemnitee seeks indemnification pursuant to this Article V; provided that the Indemnitee's inability, following such efforts, to collect or recover any such Insurance Proceeds or Third Party Proceeds shall not limit the Indemnifying Party's obligations hereunder.

(c) No Indemnitee shall be entitled to any payment or indemnification more than once with respect to the same Indemnifiable Loss.

(d) In addition to the provisions of Section 5.8(a), any Indemnifiable Loss subject to indemnification pursuant to this Article V, shall (i) be reduced by the amount of any reduction in cash Taxes payable for which the Indemnitee is responsible actually realized as a result of the event giving rise to the payment by the end of the taxable year in which the payment is made, and (ii) be increased if and to the extent necessary to ensure that, after all required Taxes on the payment are paid (including Taxes attributable to any increases in the payment under this Section 5.8(d)), the Indemnitee receives the amount it would have received if the payment was not taxable or did not result in an increase in Taxes.

9. Management of Existing Actions.

(a) Notwithstanding the procedures set forth in Section 5.4, the Parties desire to set forth certain terms with respect to the management of certain Actions known to them as of the Effective Time, and accordingly this Section 5.9 shall govern the management and direction (including settlement) of certain pending Actions as set forth in Section 5.9(b), Section 5.9(c), and Section 5.9(d), but shall not alter the allocation of Liabilities otherwise set forth in this Agreement.

(b) From and after the Effective Time, subject to the terms of this Section 5.9, BrazilCo shall direct the defense or prosecution of those Actions which are entirely BrazilCo Liabilities, including if they have CoreCo or any member of the CoreCo Group as a named party thereunder, and are described on Schedule 5.9(b) (the "BrazilCo Controlled Existing Actions"), including the development and implementation of the legal strategy for each BrazilCo Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any BrazilCo Controlled Existing Action or any aspect thereof. BrazilCo (or the applicable member of its Group) shall be responsible for selecting its own counsel in connection with the conduct and control of the BrazilCo Controlled Existing Actions. Notwithstanding anything to the contrary in this Section 5.9(b), none of BrazilCo or any member of its Group shall consent to entry of any judgment or enter into any settlement of any BrazilCo Controlled Existing Action without the prior written consent of CoreCo (not to be unreasonably withheld, conditioned or delayed); provided that such consent shall not be required if (i) none of CoreCo or any member of its Group is presently a named party in such Action or (ii) if (A) in connection with such entry of judgment or settlement CoreCo and the applicable members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief that BrazilCo has agreed to pay in full, and (C) does not involve any admission of any (i) wrongdoing or violation of Law by CoreCo or any member of its Group or (ii) facts that may be used in litigation or give rise to liability on the part of CoreCo or any member of its Group in a BrazilCo Controlled Existing Action or any other Action.

(c) From and after the Effective Time, subject to the terms of this Section 5.9, CoreCo shall direct the defense or prosecution of those Actions that are neither BrazilCo Controlled Existing Actions nor Joint Actions, including those set forth on Schedule 5.9(c) (the "CoreCo Controlled Existing Actions"), including the development and

implementation of the legal strategy for each CoreCo Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any CoreCo Controlled Existing Action or any aspect thereof. CoreCo (or the applicable member of its Group) shall be responsible for selecting its own counsel in connection with the conduct and control of the CoreCo Controlled Existing Actions. Notwithstanding anything to the contrary in this Section 5.9(c), none of CoreCo or any member of its Group shall consent to entry of any judgment or enter into any settlement of any CoreCo Controlled Existing Action without the prior written consent of BrazilCo (not to be unreasonably withheld, conditioned or delayed); provided that such consent shall not be required if (i) none of BrazilCo or any member of its Group is presently a named party in such Action or (ii) if (A) in connection with such entry of judgment or settlement BrazilCo and the applicable members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief that CoreCo has agreed to pay in full, and (C) does not involve any admission of any (i) wrongdoing or violation of Law by BrazilCo or any member of its Group or (ii) facts that may be used in litigation or give rise to liability on the part of BrazilCo or any member of its Group in a CoreCo Controlled Existing Action or any other Action.

(d) From and after the Effective Time, with respect to the Actions set forth on Schedule 5.9(d) ("Joint Actions"), the Party specified on such Schedule 5.9(d) shall be solely responsible for controlling and directing the defense and prosecution of any such Action (the "Managing Party") and the Parties shall, and shall cause members of their Group to, cooperate in good faith and take all reasonable actions to permit the applicable Managing Party to control and direct each such Action. The Party who hereunder is, or whose member of its Group is, the Managing Party, shall consult with the other Party (the "Non-Managing Party") from time to time with respect to the Joint Actions; provided that the Managing Party shall have sole authority to select counsel for any Joint Action and be reimbursed for reasonable fees and expenses of such counsel in accordance with the allocation of Liability for such Joint Action and the Non-Managing Party, if it elects to retain its own counsel, shall do so solely at its own expense. No Managing Party pursuant to this Section 5.9 shall consent to entry of any judgment or enter into any settlement of any Joint Action without the prior written consent of the Non-Managing Party (not to be unreasonably withheld, conditioned or delayed).

(e) To the maximum extent permitted by applicable Law, the rights to recovery of each member of a Party's respective Group in respect of any past, present or future Action is hereby delegated to such Party. It is the intent of the Parties that the foregoing delegation shall satisfy any Law requiring such delegation to be effected pursuant to a power of attorney or similar instrument. The Parties and their respective Affiliates shall execute such further instruments or documents as may be necessary to effect such delegation.

(f) In the case of BrazilCo Controlled Existing Actions and CoreCo Controlled Existing Actions, if a Party or a member of its respective Group is named therein and is not liable for such Action hereunder, each Party shall use, and shall cause the other members of its respective Group to use, commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable (including using commercially reasonable efforts to petition the applicable court to remove such Party (or member of its Group or their respective then-Affiliates) as a defendant to the extent such Action relates solely to Assets or Liabilities that the other Party (or Group) has been allocated pursuant to this Agreement). Notwithstanding any applicable confidentiality or Privilege provisions to the contrary in this Agreement, any Party endeavoring to remove such defendant pursuant to this Agreement shall be entitled to submit any necessary provisions of this Agreement to the applicable court solely for the purpose of supporting such Party's commercially reasonable efforts to remove such defendant. In the event any Party endeavoring to remove or substitute

such defendant pursuant to this Agreement submits any necessary provisions of this Agreement to the applicable court, such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any provisions of this Agreement) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge. If such removal cannot be achieved for any reason, management of the Action shall be determined as set forth in this Article V.

10. Additional Matters; Survival of Indemnities.

(a) The indemnity agreements contained in this Article V shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee; (ii) the knowledge by the Indemnitee of Indemnifiable Losses for which it might be entitled to indemnification hereunder; and (iii) any termination of this Agreement. The indemnity agreements contained in this Article V shall survive the Closing.

(b) The rights and obligations of any member of the CoreCo Group or any member of the BrazilCo Group, in each case, under this Article V shall survive the sale or other Transfer, in each case, direct or indirect, by any Party or its respective Affiliates of any Assets or businesses or the assignment by it of any Liabilities, with respect to any Indemnifiable Loss of any Indemnitee related to such Assets, businesses or Liabilities.

Article VI

CONFIDENTIALITY; ACCESS TO INFORMATION

1. Preservation of Corporate Records.

(a) Except to the extent otherwise contemplated by any Ancillary Agreement, a Party providing (or causing to be provided) Records or access to Information to the other Party under this Article VI shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other reasonable out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party (or its Group or any of its or their respective then-Affiliates) or any *pro rata* portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as are reasonably incurred in providing such Records or access to Information.

(b) Except as otherwise required or agreed to in writing, or as otherwise provided in any Ancillary Agreement, with regard to any Information referenced in Section 6.2, each Party shall, and shall cause the other members of its Group (and any of their successors and assigns) to, use commercially reasonable efforts, at such Party's sole cost and expense, to retain, until the latest of, as applicable, (i) ten (10) years after the Closing, (ii) the date on which such Information is no longer required to be retained pursuant to any "litigation hold" issued by either CoreCo or any of its Subsidiaries prior to the Closing, (iii) the concluding date of any period as may be required by any applicable Law, (iv) with respect to any pending or threatened Action arising after the Closing Date, to the extent that any member of the Group in possession of such Information has been notified in writing pursuant to a "litigation hold" by the other Party of such pending or threatened Action, the concluding date of any such "litigation hold", and (v) the concluding date of any period during which the destruction of such Information would reasonably be expected to interfere with a pending or threatened investigation by a Governmental Entity which is known to any member of the Group in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire. The Parties agree that upon reasonable written request from the other Party that certain

Information relating to the BrazilCo Business, the CoreCo Business, the BrazilCo Assets, the CoreCo Assets, the BrazilCo Liabilities, the CoreCo Liabilities or the transactions contemplated hereby be retained in connection with an Action, each Party shall, and shall cause the other members of its Group (and any of their respective then-Affiliates) to use reasonable efforts (at the requesting Party's sole cost and expense) to preserve and not to destroy or dispose of such Information without the consent (such consent not to be unreasonably withheld, conditioned or delayed) of the requesting Party (for the avoidance of doubt, reasonable efforts shall include issuing a "litigation hold").

(c) CoreCo and BrazilCo intend, and acknowledge that each member of its respective Group intends, that any Transfer of Information that would otherwise be within the attorney-client or attorney work product privileges shall not operate as a waiver of any potentially applicable Privilege.

2. Provision of Corporate Records. Other than in circumstances in which indemnification is sought pursuant to Article V (in which event the provisions of such Article V will govern) or for matters related to the provision of Tax records (in which event Section 4.9 will govern) or for matters related to the separation of Information (which shall be governed by Section 4.2), and subject to appropriate restrictions for Privileged Information (as defined below) or Confidential Information:

(a) After the Closing Date and until the date on which CoreCo was required to retain, or cause to be retained, the Information requested pursuant to this Section 6.2(a) in accordance with CoreCo's obligations under Section 6.1(b), and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, BrazilCo for specific and identified Information (i) which (x) constitutes an Asset of the BrazilCo Group and the Transfer of such Asset has not been consummated as of the Closing Date, or (y) relates to the BrazilCo Group or the conduct of the BrazilCo Business, as the case may be, up to the Closing Date, solely to the extent reasonably necessary for the Parties to complete the separation of Assets (including Records) as contemplated hereby (or for such other reasonable purposes as may be agreed by the Parties), CoreCo shall, and shall cause the other members of the CoreCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, BrazilCo and its designated representatives reasonable access during normal business hours to the written or electronic documentary Information or appropriate copies of such Information (or the originals thereof if the Party making the request has a reasonable need for such originals) in the possession or control of any member of the CoreCo Group, but only to the extent such items (or copies thereof) so relate and are not already in the possession or control of the requesting Party (or any member of its Group); provided that, except in the case of clause (x) of this Section 6.2(a)(i), to the extent any originals are delivered to BrazilCo pursuant to this Agreement or the Ancillary Agreements, BrazilCo shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to CoreCo within a reasonable period of time after the need to retain such originals has ceased; provided, further, that, in the event that CoreCo, in its sole discretion, determines that any such access or the provision of any such Information would reasonably be expected to be materially adverse to CoreCo or any member of the CoreCo Group or would violate any Law or Contract with a third party or would reasonably result in the waiver of any Privilege (unless the Privilege with respect to any such Privileged Information is solely related (other than in any *de minimis* respect) to Sole Benefit Services of the requesting Party), CoreCo shall not be obligated to, and shall not be obligated to cause the other members of the CoreCo Group (and each of its and their respective then-Affiliates) to, provide such Information requested by BrazilCo; provided, however, in the event access or the provision of any such Information would reasonably be expected to be materially adverse to CoreCo or any member of the CoreCo Group or violate a Contract with a third party, CoreCo shall, and shall cause the

other members of the CoreCo Group (and any of its or their then-Affiliates) to, use commercially reasonable efforts to seek to mitigate any such harm or consequence of, or to obtain the Consent of such third party to, the disclosure of such Information, or (ii) that (x) is required by any member of the BrazilCo Group with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on such Person (including under applicable securities Laws) by a Governmental Entity having jurisdiction over such Person or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, CoreCo shall, and shall cause the other members of the CoreCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, BrazilCo and its designated representatives reasonable access during normal business hours to the Information or appropriate copies of such written or electronic documentary Information (or the originals thereof if the applicable member of the BrazilCo Group has a reasonable need for such originals) in the possession or control of CoreCo or any other member of the CoreCo Group (or any of its or their respective then-Affiliates), but only to the extent such items so relate and are not already in the possession or control of BrazilCo (or another member of its Group, or any of their respective then-Affiliates); provided that, to the extent any originals are delivered to BrazilCo pursuant to this Agreement or the Ancillary Agreements, BrazilCo shall, at its own expense, return such Information to CoreCo within a reasonable period of time after the need to retain such originals has ceased; provided, further, that, in the event that CoreCo, in its sole discretion, determines that any such access or the provision of any such Information (including Information requested under Section 4.1) would violate any Law or Contract with a third party or would reasonably be expected to result in the waiver of any attorney-client privilege, the work product doctrine or other applicable Privilege (unless the application of such privilege, doctrine or Privilege with respect to such matter is solely related (other than in any *de minimis* respect) to the Assets, Business and/or Liabilities of the requesting Party), CoreCo shall not be obligated to provide such Information requested by BrazilCo; provided, further, that in the event access or the provision of any such Information would violate a Contract with a third party, CoreCo shall, and shall cause the other members of the CoreCo Group (and any of its or their respective then-Affiliates) to, use commercially reasonable efforts to seek to obtain the Consent of such third party to the disclosure of such Information.

(b) After the Closing Date and until the date on which BrazilCo was required to retain, or cause to be retained, the Information requested pursuant to this Section 6.2(b) in accordance with BrazilCo's obligations under Section 6.1(b), and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, CoreCo for specific and identified Information (i) which (x) constitutes an Asset of the CoreCo Group and the Transfer of such Asset has not been consummated as of the Closing Date or (y) relates to the CoreCo Group or the conduct of the CoreCo Business, as the case may be, up to the Closing Date solely to the extent reasonably necessary for the Parties to complete the separation of Assets (including Records) as contemplated hereby (or for such other reasonable purposes as may be agreed by the Parties), BrazilCo shall, and shall cause the other members of the BrazilCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, CoreCo and its designated representatives reasonable access during normal business hours to the written or electronic documentary Information or appropriate copies of such Information (or the originals thereof if the Party making the request has a reasonable need for such originals) in the possession or control of any member of the BrazilCo Group, but only to the extent such items (or copies thereof) so relate and are not already in the possession or control of the requesting Party (or any member of its Group); provided that, except in the case of clause (x) of this Section 6.2(b)(i), to the extent any originals are delivered to CoreCo pursuant to this Agreement or the Ancillary Agreements, CoreCo shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to BrazilCo within a reasonable period of time after the need to retain such originals

has ceased; provided, further, that, in the event that BrazilCo, in its sole discretion, determines that any such access or the provision of any such Information would reasonably be expected to be materially adverse to BrazilCo or any member of the BrazilCo Group or would violate any Law or Contract with a third party or would reasonably result in the waiver of any Privilege (unless the Privilege with respect to any such Privileged Information is solely related (other than in any *de minimis* respect) to Sole Benefit Services of the requesting Party), BrazilCo shall not be obligated to, and shall not be obligated to cause the other members of the BrazilCo Group (and each of its and their respective then-Affiliates) to, provide such Information requested by CoreCo, provided, however, in the event access or the provision of any such Information would reasonably be expected to be materially adverse to BrazilCo or any member of the BrazilCo Group or violate a Contract with a third party, BrazilCo shall, and shall cause the other members of the BrazilCo Group (and any of its or their then-Affiliates) to, use commercially reasonable efforts to seek to mitigate any such harm or consequence of, or to obtain the Consent of such third party to, the disclosure of such Information or (ii) that (x) is required by any member of the CoreCo Group with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on such Person (including under applicable securities Laws) by a Governmental Entity having jurisdiction over such Person or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, BrazilCo shall, and shall cause the other members of the BrazilCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, CoreCo and its designated representatives reasonable access during normal business hours to the Information or appropriate copies of such written or electronic documentary Information (or the originals thereof if the applicable member of the CoreCo Group has a reasonable need for such originals) in the possession or control of BrazilCo or any other member of the BrazilCo Group (or any of its or their respective then-Affiliates), but only to the extent such items so relate and are not already in the possession or control of CoreCo (or another member of its Group, or any of their respective then-Affiliates); provided that, to the extent any originals are delivered to CoreCo pursuant to this Agreement or the Ancillary Agreements, CoreCo shall, at its own expense, return such Information to BrazilCo within a reasonable period of time after the need to retain such originals has ceased; provided, further, that, in the event that BrazilCo, in its sole discretion, determines that any such access or the provision of any such Information (including Information requested under Section 4.1) would violate any Law or Contract with a third party or would reasonably be expected to result in the waiver of any attorney-client privilege, the work product doctrine or other applicable Privilege (unless the application of such privilege, doctrine or Privilege with respect to such matter is solely related (other than in any *de minimis* respect) to the Assets, Business and/or Liabilities of the requesting Party), BrazilCo shall not be obligated to provide such Information requested by CoreCo; provided, further, that in the event access or the provision of any such Information would violate a Contract with a third party, BrazilCo shall, and shall cause the other members of the BrazilCo Group (and any of its or their respective then-Affiliates) to, use commercially reasonable efforts to seek to obtain the Consent of such third party to the disclosure of such Information.

(c) Any Information provided by or on behalf of or made available by or on behalf of any Party (or any other member of either Group) pursuant to this Article VI shall be on an "as is", "where is" basis and no Party (or any member of either Group) is making any representation or warranty with respect to such Information or the completeness thereof.

(d) Each of CoreCo and BrazilCo shall, and shall cause each other member of its Group to, inform its and their respective officers, employees, agents, consultants, advisors, authorized accountants, counsel and other designated representatives who have or have access to the Confidential Information or other Information of any member of any other Group provided pursuant to Section 4.1 or this Article VI of their obligation to hold such Information confidential in accordance with the provisions of this Agreement.

3. Disposition of Information.

(a) Each Party, on behalf of itself and each other member of its Group, acknowledges that Information in its or in a member of its Group's possession, custody or control as of the Closing may include Information owned by the other Party or a member of such other Party's Group and not related to (i) it or its Business or (ii) any Ancillary Agreement to which it or any member of its Group is a Party.

(b) Notwithstanding such possession, custody or control, such Information shall remain the property of such other Party or member of such other Party's Group. Each Party agrees, on behalf of itself and each other member of its Group, subject to legal holds and other legal requirements and obligations, (i) that any such Information is to be treated as Confidential Information of the Party or Parties to which it relates and (ii) subject to Section 6.1, to use commercially reasonable efforts to, within a reasonable period of time, (A) purge such Information from its databases, files and other systems and not retain any copy of such Information (including, if applicable, by transferring such Information to the Party to which such Information belongs) or (B) if such purging is not practicable, to encrypt or otherwise make unreadable or inaccessible such Information.

4. Witness Services. At all times from and after the Closing Date, except as in the case of an adversarial Action, each of CoreCo and BrazilCo shall use its commercially reasonable efforts to make reasonably available to the others, upon reasonable written request, its and any member of its Group's former, current and future officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses (in the presence of counsel for such officer, director, employee or agent, if any, and, if requested by the providing Group, counsel or other representatives designated by the providing Group) to the extent that (a) such Persons may reasonably be required to testify, or the testimony of such Persons would reasonably be expected to be beneficial to the requesting Party (or any member of its Group), in connection with the prosecution or defense of any Action or in anticipation of any threatened or contemplated Action in which the requesting Party may from time to time be involved and (b) there is no conflict in the Action between the requesting Party (or any member of its Group) and the requested Party (or any member of its Group). A Party providing, or causing to be provided, a witness to the other Party (or member of such other Party's Group) under this Section 6.4 shall be entitled to receive from the recipient of such services, upon the presentation of invoices therefor, payments for all reasonable out-of-pocket costs and expenses incurred by such Party or a member of its Group in connection therewith (which shall not include the costs of salaries and benefits of employees who are witnesses or any *pro rata* portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses), as may be properly paid under applicable Law.

5. Reimbursement; Other Matters. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party (or a member of such Party's Group) providing, or causing to be provided, Information or access to Information to the other Party (or a member of such other Party's Group) under this Article VI shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other reasonable out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any other member of its Group or any *pro rata* portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as may be reasonably incurred in providing such Information or access to such Information.

6. Confidentiality; Non-Use.

(a) Notwithstanding any termination of this Agreement and except as otherwise provided in the Ancillary Agreements, each Party shall, and shall cause its Affiliates and each of the other members of its Group to, hold, and cause each of their respective officers, employees, agents, consultants and advisors to hold, in strict confidence, and not to disclose or release or except as otherwise permitted by this Agreement or as otherwise provided in the Ancillary Agreements, use, including for any ongoing or future commercial purpose, any and all Confidential Information concerning or belonging to the other Party or any member of its Group, without such Party's prior written consent (which may be withheld in such Party's sole and absolute discretion); provided that each Party may disclose, or may permit disclosure of, such Confidential Information (i) to its (or any member of its Group's) respective auditors, attorneys and other appropriate consultants and advisors who have a need to know such Confidential Information for auditing and other non-commercial purposes and are informed of the confidentiality and non-use obligations to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if any Party or any member of its Group is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule, (iii) to the extent required in connection with any Action by one Party (or its Affiliates or a member of its Group) against the other Party (or its Affiliates or a member of such other Party's Group) or in respect of claims by one Party (or its Affiliates or a member of its Group) against the other Party (or its Affiliates or a member of such other Party's Group) brought in an Action, (iv) to the extent necessary in order to permit a Party (or member of its Group) to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, (v) to the extent necessary for a Party (or member of its Group) to enforce its rights or perform its obligations under this Agreement and except as otherwise provided in the Ancillary Agreements, (vi) to Governmental Entities in accordance with applicable procurement regulations and contract requirements or (vii) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith; provided that an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by a third party that relates to clause (ii), (iii), (v) or (vi) above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom (or to whose Group) the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such Party (and/or any applicable member of its Group) a reasonable opportunity to seek an appropriate protective order or other remedy, which such Parties shall, and shall cause the other members of their respective Group to, cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party who is (or whose Group's member is) required to make such disclosure shall or shall cause the applicable member of its Group to furnish (at the expense of the Party seeking to limit such request, demand or disclosure requirement), or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded to such Confidential Information (at the expense of the Party seeking (or whose Group's member is seeking) to limit such request, demand or disclosure requirement).

(b) Notwithstanding anything to the contrary set forth herein, (i) a Party shall be deemed to have satisfied its obligations hereunder with respect to Confidential Information if it exercises, and causes the other members of its Group to exercise, at least the same degree of care (but no less than a commercially reasonable degree of care) as such Party takes to preserve confidentiality for its own similar Information and (ii) confidentiality obligations provided for in any agreement between each Party or another member of its Group

and its or their respective past and/or present employees as of the Closing Date shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information and Personal Data (which shall exclusively be governed by Section 6.10 and other applicable Ancillary Agreements) of any Party (or another member of its Group) rightfully in the possession of and used by the other Party (or another member of its Group) in the operation of its Business as of the Closing Date may continue to be used by such Party (and/or the applicable members of its Group) in possession of such Confidential Information in and only in the operation of the BrazilCo Business or the CoreCo Business, as the case may be; provided that, except as otherwise provided in the Ancillary Agreements, such Confidential Information may only be used by such Party and/or the applicable members of its Group and its and their respective officers, employees, agents, consultants and advisors in the specific manner and for the specific purposes for which it is used as of the date of this Agreement and may only be shared with additional officers, employees, agents, consultants and advisors of such Party (or Group member) on a need-to-know basis exclusively with regard to such specified use; provided, further, that such use is not competitive in nature, and may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of Section 6.6(a), except that such Confidential Information may be disclosed to third parties other than those listed in Section 6.6(a); provided that such disclosure to such other third parties and any associated use of such Information must be pursuant to a written agreement containing confidentiality obligations at least as protective of the Parties' rights to such Confidential Information as those contained in this Agreement. For the avoidance of doubt, the continued right to use Confidential Information pursuant to this Section 6.6(b) shall not be construed to grant any license or other right under any Intellectual Property of the disclosing Party, which is governed exclusively by Section 4.6, Section 4.7 and the Ancillary Agreements. Such continued right to use may not be transferred (directly or indirectly) to any third party without the prior written consent (not to be unreasonably withheld, conditioned or delayed) of the applicable Party, except pursuant to Section 9.9.

(c) Each of CoreCo and BrazilCo acknowledges, on behalf of itself and each other member of its Group, that it and the other members of its Group may have in their possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with each such third party while such Party and/or members of its Group were Subsidiaries of CoreCo. Each of CoreCo and BrazilCo shall, and shall cause its Affiliates and the other members of its Group to, hold and cause its and their respective representatives, officers, employees, agents, consultants and advisors (or potential buyers) to hold, in strict confidence the confidential and proprietary Information of third parties to which they or any other member of their respective Groups has access, in accordance with the terms of any agreements entered into prior to the Closing between one or more members of the CoreCo Group and/or BrazilCo Group (whether acting through, on behalf of, or in connection with, their respective Businesses) and such third parties.

(d) For the avoidance of doubt and notwithstanding any other provision of this Section 6.6, (i) the disclosure and sharing of Privileged Information shall be governed solely by Section 6.7, and (ii) to the extent that an Ancillary Agreement or another Contract pursuant to which a Party or its Affiliate is bound that specifically provides that certain information covered under this Section 6.6 shall be held confidential on a basis that is more protective of such information or for a longer period of time than provided for in this Section 6.6, then the applicable provisions contained in such Ancillary Agreement or other Contract shall control with respect thereto.

7. Privileged Matters.

(a) Pre-Closing Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Closing have been and will

be rendered either for (i) the collective benefit of each of the members of the CoreCo Group and the BrazilCo Group ("Collective Benefit Services"), or (ii) the sole benefit of (x) CoreCo (or a member of CoreCo's Group) in the case of legal and other professional services provided solely in respect of a CoreCo Asset, a CoreCo Liability or the CoreCo Business, or (y) BrazilCo (or a member of BrazilCo's Group) in the case of legal and other professional services provided solely in respect of a BrazilCo Asset, a BrazilCo Liability or the BrazilCo Business, as the case may be ("Sole Benefit Services"). For the purposes of asserting all privileges, immunities or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine ("Privilege"), (x) each of the members of the CoreCo Group and the BrazilCo Group shall be deemed to be the client with respect to Collective Benefit Services, and (y) CoreCo or BrazilCo (or the applicable member of such Party's Group), as the case may be, shall be deemed to be the client with respect to Sole Benefit Services. With respect to all Information subject to Privilege ("Privileged Information"), (A) the Parties shall have a shared Privilege for Privileged Information to the extent relating to Collective Benefit Services, and (B) CoreCo or BrazilCo (or the applicable member of such Party's Group), as the case may be, shall have Privilege for Privileged Information to the extent relating to Sole Benefit Services and shall control the assertion or waiver of such Privilege. For the avoidance of doubt, Privileged Information includes, but is not limited to, services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel. Notwithstanding the foregoing or anything else in this Article VI, the Parties acknowledge and agree that CoreCo shall exclusively own all Privileges arising out of the negotiations, structuring and transactions contemplated by this Agreement, the RSA, the Restructuring Plan, the Transaction Implementation Deed, the Ancillary Agreements and any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby and thereby, and CoreCo shall be entitled, in its sole and absolute discretion, to control all such Privileges, including any assertion or waiver of such Privileges, in connection with Collective Benefit Services relating to such matters.

(b) Post-Closing Services. Each Party, on behalf of itself and each other member of its Group, acknowledges that legal and other professional services will be provided following the Closing which will be rendered solely for the benefit of CoreCo (or a member of its Group) or BrazilCo (or a member of its Group), as the case may be, while other such post-separation services following the Closing may be rendered with respect to claims, proceedings, litigation, disputes, or other matters which involve members of both Groups. With respect to such post-separation services and related Privileged Information, each of the Parties, on behalf of itself and each other member of its Group, agrees as follows:

(i) CoreCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information which relates solely to the CoreCo Business, whether or not the Privileged Information is in the possession of or under the control of any member of the CoreCo Group or BrazilCo Group. CoreCo shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to the subject matter of any claims constituting CoreCo Liabilities, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by any member of the CoreCo Group, whether or not the Privileged Information is in the possession of or under the control of any member of the CoreCo Group or BrazilCo Group; and

(ii) BrazilCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information which relates solely to the BrazilCo Business, whether or not the Privileged Information is in the

possession of or under the control of any member of the CoreCo Group or BrazilCo Group. BrazilCo shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to the subject matter of any claims constituting BrazilCo Liabilities, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by any member of the BrazilCo Group, whether or not the Privileged Information is in the possession of or under the control of any member of the CoreCo Group or BrazilCo Group.

(iii) If the Parties do not agree as to whether certain information not allocated pursuant to Sections 6.7(b)(i)-(ii) is Privileged Information, then such information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all Privileges in connection with any such information until such time as it is finally determined pursuant to Section 7.1(c) that such information is not Privileged Information or the Parties otherwise agree in writing.

(c) Subject to the remaining provisions of this Section 6.7, the Parties agree that CoreCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges not allocated pursuant to Section 6.7(b) in connection with any Actions or threatened or contemplated Actions or other matters that involve both Parties (or one or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement. CoreCo agrees, on behalf of itself and each member of the CoreCo Group, not to intentionally disclose or otherwise intentionally waive any such Privilege without consulting BrazilCo. Upon the reasonable request of CoreCo or BrazilCo, in connection with any Action or threatened or contemplated Action contemplated by this Article VI, other than any adversarial Action or threatened or contemplated adversarial Action, CoreCo and BrazilCo will enter into a mutually acceptable common interest agreement so as to maintain to the extent practicable any Privilege of any member of either Group.

(d) If any dispute arises between the Parties or any members of their respective Groups regarding whether any Privilege should be waived to protect or advance the interests of either Party or any member of their respective Groups, each Party agrees that it shall (i) negotiate with the other Party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other Party and the members of its Group and (iii) not unreasonably withhold, delay or condition consent to any request for waiver by the other Party.

(e) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request (or of written notice that it will or has received such subpoena, discovery or other request) that may reasonably be expected to result in the production or disclosure of Privileged Information subject to a shared Privilege or as to which the other Party has the sole right hereunder to assert a Privilege, or if either Party obtains knowledge or becomes aware that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests (or have received written notice that they will or have received such subpoena, discovery or other requests) that may reasonably be expected to result in the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of any such subpoena, discovery or other request and shall provide the other Party a reasonable opportunity to review the Privileged Information and to assert any rights it or they may have, under this Section 6.7 or otherwise, to prevent the production or disclosure of such Privileged Information; provided that if such Party is prohibited by applicable Law from disclosing the existence of such subpoena, discovery or other request, such Party shall provide written notice of such related information for which disclosure is not prohibited by applicable Law and use reasonable best efforts to inform the other Party of any related information such

Party reasonably determines is necessary or appropriate for the other Party to be informed of to enable the other Party to review the Privileged Information and to assert its rights, under this Section 6.7 or otherwise, to prevent the production or disclosure of such Privileged Information.

(f) Except for Information provided in the context of any adversarial Action or contemplated adversarial Action between the Parties, the Parties agree that their respective rights to any access to Information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, are pursuant to a common legal interest, and such Privileged Information shall remain Privileged notwithstanding the exchange of such Privileged Information between the Parties. The Parties further agree that (i) the exchange by one Party to the other Party of any Information that should not have been exchanged pursuant to the terms of this Section 6.7 shall not be deemed to constitute a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise with respect to such Privileged Information and (ii) the Party receiving such Privileged Information shall promptly return such Privileged Information to the Party who has the right to assert the Privilege.

(g) Notwithstanding the foregoing in this Section 6.7 except as expressly set forth in the final sentence of Section 6.7(a), the Parties acknowledge and agree that in any Action or Dispute with respect to this Agreement, the RSA, the Restructuring Plan, the Transaction Implementation Deed, the Ancillary Agreements and any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby and thereby, in each case, in which CoreCo, on the one hand, is adverse to BrazilCo, on the other hand: (i) any and all Privileged Information with respect to such matters belonging to or possessed by the CoreCo Group or the BrazilCo Group prior to the Closing shall be deemed to relate solely to the CoreCo Business; (ii) any advice given by or communications with each of the parties constituting CoreCo Counsel, to the extent it relates to this Agreement, the RSA, the Restructuring Plan, the Transaction Implementation Deed, the Ancillary Agreements or any other agreement related to the transactions contemplated hereby or thereby, and/or negotiations, structuring and transactions contemplated hereby or thereby, shall not be a shared Privilege and shall be deemed to relate solely to the CoreCo Business; and (iii) any advice given or communications with in-house counsel of CoreCo prior to the Closing, to the extent it relates to this Agreement, the RSA, the Restructuring Plan, the Transaction Implementation Deed, the Ancillary Agreements or any other agreement related to the transactions contemplated hereby or thereby, and/or the negotiations, structuring and transactions contemplated hereby or thereby, shall not be a shared Privilege and shall be deemed to relate solely to the CoreCo Business.

(h) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of CoreCo and BrazilCo as set forth in Sections 6.6 and 6.7, to maintain and cause to be maintained the confidentiality of Privileged Information and to assert and maintain, and cause to be asserted and maintained, all applicable Privileges, including, but not limited to, attorney-client or attorney work product privileges. The access to Information being granted pursuant to Sections 4.1, 5.4 and 6.2 hereof, the agreement to provide witnesses and individuals pursuant to Sections 4.1, 5.4 and 6.4 hereof, the furnishing of notices and documents and other cooperative efforts contemplated by Sections 4.1 and 5.4 hereof, and the transfer of Privileged Information between and among the Parties and the members of their respective Groups pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

8. Conflicts Waiver. Each Party hereby agrees, on behalf of itself and each of its past, present and future Affiliates, that the counsel(s) set forth on Schedule 6.8 ("CoreCo Counsel")

has exclusively acted as counsel to CoreCo in connection with the preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby. BrazilCo, on behalf of itself and each of its past, present and future Affiliates, agrees that, following consummation of the transactions contemplated hereby and thereby, such representation by CoreCo Counsel shall not preclude CoreCo Counsel from serving as counsel to CoreCo, any of its then-Affiliates or any directors, officers, employees, agents, representatives, limited partners, members, shareholders or other equityholders of CoreCo or such then-Affiliate, in connection with any Action arising out of or relating to this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby (even if there exists at any time a separate attorney-client relationship between CoreCo Counsel, on the one hand, and BrazilCo or any of its past, present or future Affiliates, on the other hand, pursuant to which CoreCo Counsel has obtained confidential information relating to BrazilCo, the BrazilCo Business, the BrazilCo Assets or the BrazilCo Liabilities). BrazilCo shall not, and shall cause any and all of its past, present and future Affiliates not to, seek to have CoreCo Counsel disqualified from any such representation. BrazilCo, on behalf of itself and each of its past, present and future Affiliates, hereby consents thereto and waives any such conflict of interest, and BrazilCo shall cause any and all of its past, present and future Affiliates to consent to such waive any conflict of interest. BrazilCo, on behalf of itself and each of its past, present and future Affiliates, acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that BrazilCo, on behalf of itself and each of its past, present and future Affiliates, has consulted with counsel or has been advised it should do so in connection herewith. BrazilCo, on behalf of itself and each of its past, present and future Affiliates, further acknowledges that none of this Agreement, the Ancillary Agreements nor the transactions contemplated hereby and thereby are intended to create an attorney-client relationship between CoreCo Counsel, on the one hand, and BrazilCo or any of its past, present or future Affiliates, on the other hand, or any other relationship pursuant to which BrazilCo or any of its past, present or future Affiliates would have a right to object to CoreCo Counsel's representation of any Person under any circumstance. The covenants, consent, and waiver contained in this Section 6.8 shall not be deemed exclusive of any other rights to which CoreCo Counsel is entitled whether pursuant to Law, Contract, or otherwise.

9. Ownership of Information. Any Information owned by one Party or any member of its Group or its other Affiliates that is provided to a requesting Party pursuant to this Article VI shall be deemed to remain the property of the providing Party (or its applicable Affiliate or member of its Group). Unless expressly and specifically set forth herein, nothing contained in this Agreement or any Ancillary Agreement shall be construed as granting or conferring rights to any Party (or its applicable Affiliate or member of its Group) of license or otherwise in any such Information or any Intellectual Property contained therein, whether by implication, estoppel or otherwise, except as expressly set forth in Sections 4.6 and 4.7 of this Agreement or in an Ancillary Agreement.

10. Personal Data.

(a) Each Party and its Affiliates shall at all times comply, and ensure that their Processing of Personal Data hereunder and under any Ancillary Agreement complies, with Data Protection Laws (including by taking appropriate technical and organizational measures against the unauthorized disclosure or unlawful processing, access to, accidental loss or destruction of, or damage to, Personal Data) and shall use reasonable efforts to avoid acts or omissions that place the other Party in breach of its obligations under any applicable Data Protection Laws.

(b) The Parties acknowledge that after the Closing, each Party and its Affiliates shall act as a separate and independent Controller with respect to the Processing of any Personal Data pursuant to this Agreement or any Ancillary Agreement (subject to the express terms thereof).

(c) To the extent that a Party or its Affiliate transfers Personal Data included in the CoreCo Assets (with respect to transfers by BrazilCo or its Affiliates) or BrazilCo Assets (with respect to transfers by CoreCo or its Affiliates) internationally following the Closing, the transferring Party shall ensure that such transfer is effected by way of a valid data transfer mechanism in compliance with applicable Data Protection Laws, if and to the extent applicable.

(d) To the maximum extent permitted under applicable Law, each Party shall (i) promptly (and in any event within five (5) Business Days) notify the other Party if it or its Affiliate receives a complaint, notice or communication (including request from a Data Subject to exercise their rights under Data Protection Laws) in relation to any Personal Data processed pursuant to this Agreement or any Ancillary Agreement, and (ii) without undue delay (and in any event within forty-eight (48) hours) if it becomes aware of, or reasonably suspects, a Personal Data Breach affecting the Personal Data of the other Party or its Affiliates.

(e) Following notification of a Personal Data Breach pursuant to Section 6.10(d)(ii), the Parties shall reasonably cooperate, and shall cause their respective Affiliates to reasonably cooperate, in (i) investigating the cause and scope of such breach, (ii) mitigating any harm resulting from such breach, (iii) preparing and issuing any required notifications to Data Subjects, Governmental Entities or data protection authorities, and (iv) responding to any investigation or enforcement action by a Governmental Entity or data protection authority. Each Party shall bear its own costs in connection with such cooperation, except that the Party whose act or omission caused or materially contributed to the Personal Data Breach shall reimburse the other Party for reasonable out-of-pocket costs incurred in connection with such cooperation to the extent arising from or attributable to such breach.

(f) Each Party shall, and shall cause its Affiliates to, implement and maintain commercially reasonable administrative, technical and organizational security measures appropriate to the nature of the Personal Data Processed by or on behalf of such Party (including, at a minimum, measures consistent with industry standards and applicable Data Protection Laws, and the Brazilian Lei Geral de Proteção de Dados Pessoais specifically) to protect against any Personal Data Breach.

(g) Each Party shall, and shall cause its Affiliates to, reasonably cooperate with the other Party in responding to requests from Data Subjects exercising their rights under applicable Data Protection Laws (including rights of access, rectification, erasure, restriction, data portability and objection), to the extent that such cooperation is reasonably necessary for the other Party to comply with its obligations under Data Protection Laws.

(h) To the extent that, following the Closing, a Party or its Affiliates holds Personal Data that constitutes an Asset of the other Party's Group and is not required for the performance of obligations under this Agreement or any Ancillary Agreement, such Party shall, and shall cause the applicable Affiliates to, as promptly as reasonably practicable (and in any event within ninety (90) days of written request by the other Party), either (i) return such Personal Data to the other Party in a commonly used, machine-readable format or (ii) securely delete or destroy such Personal Data and certify such deletion or destruction in writing to the other Party, in each case, in compliance with applicable Data Protection Laws.

(i) To the extent that either Party Processes Personal Data on behalf of the other Party in connection with any services provided under the Ancillary Agreements (including the Transition Services Agreement), the Parties shall enter into a data processing agreement on terms that comply with applicable Data Protection Laws (including, where required, incorporating standard contractual clauses or other lawful data transfer mechanisms for international transfers of Personal Data).

Article VII

DISPUTE RESOLUTION

1. Negotiation and Arbitration.

(a) In the event of a controversy, any dispute or Action between the Parties arising out of, in connection with, or in relation to this Agreement or any of the transactions contemplated hereby, including with respect to the interpretation, performance, nonperformance, validity or breach thereof, and including, but not limited to, any question of the arbitral tribunal's jurisdiction, the existence, scope or validity of this arbitration agreement or the arbitrability of any claim, and any controversy, dispute or Action related to Section 6.7 concerning Privilege issues (a "Dispute"), the following provisions shall apply, unless expressly specified herein.

(b) Negotiation. The following procedures shall apply with respect to Disputes, except in cases of Disputes related to Section 6.7 concerning Privilege issues (in which case the procedure in Section 6.7(c) shall apply):

(i) At such time as a Dispute arises, (A) either Party shall deliver written notice of such Dispute to the other Party (a "General Dispute Notice") and (B) the general counsels of the Parties and/or such other executive officer designated by a Party in writing shall thereupon negotiate for a reasonable period of time to settle such Dispute; provided, however, that such reasonable period shall not, unless otherwise agreed by each Party in writing, exceed ninety (90) days from the date of receipt by the relevant Party of the General Dispute Notice (the "General Negotiation Period").

(ii) With respect to the subject Dispute, neither Party shall be entitled to rely upon the expiry of any limitations period or contractual deadline during the period between the date of receipt of the relevant General Dispute Notice and the earlier to occur of (A) the date of any arbitration being commenced under this Section 7.1 with respect to the Dispute and (B) the later to occur of (x) one hundred and eighty (180) days after the date of receipt of the relevant General Dispute Notice and (y) the expiration of the applicable General Negotiation Period.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the discussions and negotiations related to the relevant General Negotiation Period by any Party or the members of their respective Groups (and its and their respective Affiliates), their respective agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties or the members of their respective Groups (and its and their respective Affiliates) and, in any Action, shall not be admissible in any future Action between the Parties, any member of their respective Groups and/or any Indemnitee; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or discussion.

(c) Arbitration. If the Dispute has not been resolved in writing for any reason as of the expiration of the General Negotiation Period, such Dispute shall be submitted, at the request of any Party, to final and binding arbitration administered by the American Arbitration Association's International Centre for Dispute Resolution (the "ICDR") in accordance with its International Arbitration Rules then in effect (the "Rules"), except as modified herein.

(i) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant(s), collectively, and the respondent(s), collectively, shall each appoint one arbitrator within thirty (30) days of receipt by respondent(s) of the demand for arbitration. The two arbitrators so appointed shall, in consultation with the parties, appoint the third and presiding arbitrator (the "Chair") within thirty (30) days of the appointment of the second arbitrator. If any Party fails to appoint an arbitrator, or if the two Party-appointed arbitrators fail to appoint the Chair, within the time periods specified herein, then any such arbitrator shall, upon any Party's request, be appointed by the ICDR in accordance with the Rules.

(ii) In resolving any Dispute to the extent it involves contractual issues under this Agreement, the arbitrators shall apply the governing law specified herein.

(iii) Arbitration under this Section 7.1 shall be the sole and exclusive remedy for any Dispute, and any award rendered by the arbitrators shall be final and binding on the Parties and judgment thereupon may be entered in any court of competent jurisdiction having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its Assets.

(iv) The Arbitral Tribunal shall be entitled, if appropriate, to award any remedy, including monetary damages, specific performance and all other forms of legal and equitable relief that is in accordance with the terms of this Agreement; provided, however, that the Arbitral Tribunal shall have no authority or power to (A) limit, expand, alter, modify, revoke or suspend any condition or provision of this Agreement, (B) award punitive, exemplary, treble or similar damages, except as set forth in Section 7.1(c)(v), or (C) review, resolve or adjudicate, or render any award or grant any relief in respect of, any issue, matter, claim or Dispute other than the specific Dispute or Disputes submitted by the parties to such Arbitral Tribunal for final and binding arbitration, including any Disputes consolidated therewith in accordance with Section 7.1(c)(viii).

(v) The Arbitral Tribunal shall have the power to award the prevailing party its attorneys' fees and costs reasonably incurred in the arbitration (including the fees and expenses of the arbitration, the Arbitral Tribunal's fees and the fees and expenses of the ICDR). If any Party files an Action in contravention of the arbitration agreement in this Section 7.1, the other Party shall be entitled to an award of any costs they may incur in defending such an Action, including a fee in an amount equal to ten million dollars ($10,000,000), multiplied by 1.05 raised to the power of the number of years elapsed since the Closing Date (expressed in decimal form), as well as such additional punitive, exemplary, treble or similar damages as may be awardable under applicable Law. Each of the Parties acknowledges and agrees that if any Party files an Action in contravention of the arbitration agreement in this Section 7.1, the non-breaching Party shall suffer reputational loss as a direct consequence of such Action for which it is entitled to damages.

(vi) The arbitration shall be seated in, and the award shall be rendered, in New York County, New York, in the English language.

(vii) The arbitration and this arbitration agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq*.).

(viii) A Party may request consolidation of two (2) or more arbitrations pending under the Rules into a single arbitration pursuant to the Rules. The

Parties agree that two or more arbitration proceedings may be consolidated in accordance with this Section 7.1(c)(viii) and subject to the Rules even if the parties to such arbitration proceedings are not identical. Any order of consolidation issued pursuant to the Rules shall be final and binding upon the parties to the new Dispute, prior pending or subsequently-filed arbitrations. The Parties waive any right they have to appeal or to seek interpretation, revision or annulment of such order of consolidation under the Rules or in any court.

(ix) The Arbitral Tribunal (and, if applicable, Emergency Arbitrator) shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The Parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 9.19. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief; provided, however, that (I) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator, and the Arbitral Tribunal shall apply a *de novo* standard of review to the factual and legal findings of the Emergency Arbitrator and conduct any such proceeding with respect to the actions of the Emergency Arbitrator on an expedited basis; and (II) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction.

(x) The Parties consent and submit to the non-exclusive jurisdiction of any federal court located in the State of New York or, where such court does not have jurisdiction**,** any New York state court, in either case, located in the Borough of Manhattan, New York City, New York ("New York Court") to enforce the dispute resolution provisions in this Section 7.1, or to enforce any award, relief or decision issued by an Arbitral Tribunal (or, if applicable, Emergency Arbitrator). In any such action: (A) each of the Parties irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any New York Court; (B) each of the Parties irrevocably consents to service of process by the mailing of copies of the process to the Parties as provided in Section 9.6, with service effected in this manner becoming effective five (5) days after the mailing of the process; and (C) each of the Parties waives any right to trial by jury in any court.

(xi) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS

WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.1.

(d) Confidentiality. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the Parties or permitted by this Agreement, the Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all matters relating to the arbitration (including the existence of the proceeding and all of its elements and including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions) or the award, and any negotiations, conferences and discussions pursuant to this Article VII shall be treated as compromise and settlement negotiations; provided that such matters may be disclosed (i) to the extent reasonably necessary in any proceeding brought to enforce this Article VII or the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by Law or the rules of any stock exchange on which a Party's securities may be listed. Nothing said or disclosed, nor any document produced, in the course of any negotiations, conferences and discussions that is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration. In the event any Party makes application to any court in connection with this Section 7.1(d) (including any proceedings to enforce a final award or any Interim Relief), such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge.

2. Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VII with respect to all matters not subject to such dispute resolution.

Article VIII

INSURANCE

1. Access to Insurance Policies for Pre-Closing Matters.

(a) With respect to Liabilities of CoreCo that (x) constitute BrazilCo Liabilities (other than those incurred by a member of the CoreCo Group) or (y) are otherwise incurred by a member of the BrazilCo Group, in each case, to the extent related to or arising from occurrences, acts, omissions or other matters occurring at or prior to the Closing Date, any rights to insurance coverage applicable to those Liabilities under Insurance Policies issued to any members of the CoreCo Group, including the Insurance Policies referenced in Section 8.3, are hereby assigned by CoreCo (on behalf of itself and the applicable members of its Group) to the applicable members of the BrazilCo Group on that same date. CoreCo shall, or shall cause the applicable member of its Group to, provide the applicable member of the BrazilCo Group with, from and after the Closing Date, access to, and the right to make claims under, the applicable Insurance Policy; provided that such access to, and the right to make claims under, such Insurance Policy shall be subject to the terms, conditions and exclusions of such Insurance Policy, including any notice or reporting requirements, any limits on coverage or scope, and any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses, and shall be subject to the following:

(i) to the extent permitted under such Insurance Policy, the applicable member of the BrazilCo Group shall be responsible for the submission,

administration and management of any such claims under such Insurance Policy; provided that BrazilCo shall provide reasonable written notice to the applicable member of the CoreCo Group prior to submitting any such claims;

(ii) if such Insurance Policy does not permit the applicable member of the BrazilCo Group to directly submit claims thereunder, BrazilCo shall, or shall cause the applicable member of its Group to, report any such claims under such Insurance Policy as soon as practicable to CoreCo, and CoreCo shall, or shall cause the applicable member of its Group to, submit such claims directly to the applicable Insurer; provided that BrazilCo (or the applicable member of its Group) shall (x) be responsible for the administration and management of such claims, including preparing any documents required for the submission of such claims and (y) provide CoreCo (or the applicable member of its Group) with such documents or other information necessary for the submission of such claims on behalf of BrazilCo (or the applicable member of its Group);

(iii) CoreCo (or the applicable member of its Group) shall reasonably cooperate with BrazilCo (or the applicable member of its Group) in the pursuit of any such claims, including by providing BrazilCo (or the applicable member of its Group) with commercially reasonable access to the applicable Insurance Policy upon the written request of BrazilCo and promptly remitting insurance proceeds to BrazilCo (or the applicable member of its Group);

(iv) BrazilCo (or the applicable member of its Group) shall be responsible for any payments to the applicable Insurer under such Insurance Policy relating to its claims submissions and shall indemnify, hold harmless and reimburse CoreCo (and the applicable member of its Group) for any losses, liabilities, costs or expenses incurred or payable by CoreCo (or the applicable member of its Group) to the extent resulting from any access to, or any claims made by BrazilCo (or any members of its Group) under, any such Insurance Policy in accordance with this Section 8.1(a) (with respect to BrazilCo Liabilities), including any deductibles, retentions, retrospective premiums and other chargeback amounts, fees, costs and expenses, indemnity payments, settlements, judgments, attorneys' fees, allocated claims expenses and claim handling fees, whether such claims are submitted directly or indirectly by BrazilCo, a member of the BrazilCo Group, its or their employees or third parties;

(v) BrazilCo (or the applicable member of its Group) shall bear (and none of the CoreCo Group shall have any obligation to repay or reimburse the BrazilCo Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims made by or on behalf of any members of the BrazilCo Group under such Insurance Policy (unless otherwise constituting a CoreCo Liability); and

(vi) No member of the BrazilCo Group, in connection with making a claim under any such Insurance Policy pursuant to this Section 8.1(a), shall take any action or fail to take any action that would be reasonably likely to (w) have an adverse impact on the then-current relationship between any member of the CoreCo Group, on the one hand, and the applicable Insurer, on the other hand; (x) result in the applicable Insurer terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the CoreCo Group under such Insurance Policy; (y) otherwise compromise, jeopardize or interfere with the rights of any member of the CoreCo Group under such Insurance Policy; or (z) otherwise compromise or impair the ability of CoreCo to enforce its rights with respect to any indemnification under or arising out of this Agreement, and CoreCo shall have the right to cause BrazilCo to desist, or

cause any other member of the BrazilCo Group to desist, from any action that CoreCo reasonably determines would compromise or impair its rights in accordance with this clause (z); provided that this Section 8.1(a)(vi) shall not preclude or otherwise restrict any member of the BrazilCo Group from reporting claims to Insurers in the ordinary course of business.

(b) The provisions of Section 8.1(a) shall apply *mutatis mutandis* with respect to any Liabilities of BrazilCo that (i) constitute CoreCo Liabilities (other than those incurred by a member of the BrazilCo Group) or (ii) are otherwise incurred by a member of the CoreCo Group, in each case, to the extent related to or arising from occurrences, acts, omissions or other matters occurring at or prior to the Closing Date.

(c) With respect to any Insurance Policies whose rights are shared between CoreCo and BrazilCo (or any member of their respective Groups), claims shall be paid, any self-insurance pertaining thereto shall be applied, and the applicable limits under such Insurance Policies shall be reduced, in each case, in accordance with the terms of such Insurance Policies; provided, however, (i) in the event that there are claims under any such Insurance Policy by both a member of the CoreCo Group and a member of the BrazilCo Group, then the limits of such Insurance Policy and any applicable deductible or retention under such Insurance Policy shall be allocated between the applicable members of the CoreCo Group and the BrazilCo Group in accordance with their respective *bona fide* losses covered under such Insurance Policy; and (ii) none of CoreCo or BrazilCo (or any member of their respective Groups) shall accelerate or delay the notification, submission, adjustment, handling or resolution of claims or the receipt of Insurance Proceeds in a manner that would differ from that which each would follow in the ordinary course when acting without regard to sufficiency of limits or the terms of self-insurance.

(d) The members of each Group shall use commercially reasonable efforts not to take any action or fail to take any action that would be reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group under any Insurance Policy in respect of any occurrence, act, omission or other matter occurring at or prior to the Closing without the Consent of any such member of the other Group (or the Consent of CoreCo or BrazilCo, as applicable, on behalf of such member); provided that (i) the expiration of any such Insurance Policies in accordance with their respective terms (including sending a notice of non-renewal) is expressly permitted; and (ii) the submission and pursuit of a claim by any member of one Group shall not constitute an action that is reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group.

(e) In the event of any Action by or against members of both Groups to recover Insurance Proceeds under an Insurance Policy governed by this Section 8.1, with respect to claims that relate to the same or related occurrences, acts, omissions or other matters, then CoreCo and BrazilCo (or the applicable members of their Groups) may jointly prosecute or defend any such Action, in which case CoreCo and BrazilCo shall, or shall cause the applicable members of their respective Groups to, waive any conflict of interest to the extent necessary to conduct such joint prosecution or defense.

2. Cyber Insurance

.

(a) On or prior to the Closing Date, CoreCo shall maintain in effect any existing cyber liability Insurance Policies covering the CoreCo Group and the BrazilCo Group, and BrazilCo shall be entitled to the benefit of such coverage with respect to any

cybersecurity incidents, data breaches or related events occurring at or prior to the Closing Date, subject to the terms, conditions and limits of such policies.

(b) For a period of six (6) months following the Closing Date, CoreCo shall use commercially reasonable efforts to maintain (or procure a "tail" or "run-off" policy providing) cyber liability insurance coverage for the benefit of the BrazilCo Group with respect to cybersecurity incidents, data breaches or related events occurring at or prior to the Closing Date; provided that the financial responsibility for the incremental cost of extending such coverage to the BrazilCo Group beyond the Closing Date shall be borne by BrazilCo.

(c) From and after the Closing Date, each Group shall be responsible, at its sole cost and expense, for securing its own cyber liability insurance with respect to cybersecurity incidents, data breaches and related events occurring from and after the Closing Date.

3. "Tail" or Prior Acts Coverage.

(a) For a period of six (6) years from and after the Closing Date, CoreCo shall use commercially reasonable efforts to maintain, or obtain six (6) year "tail" insurance providing, directors and officers liability, fiduciary liability, and employment practices liability insurance for the benefit of the CoreCo Group and the BrazilCo Group and their respective insured persons with respect to acts, omissions or other matters occurring at or prior to the Closing; provided that the financial responsibility for the incremental cost of maintaining or obtaining such insurance for the BrazilCo Group and its insured persons shall be borne by BrazilCo, as reasonably determined by CoreCo.

(b) On or prior to the Closing Date, to be effective on the Closing Date, BrazilCo shall purchase "tail" insurance with a six (6) year reporting period for any local Brazil directors and officers liability Insurance Policy(ies) covering the BrazilCo Group and their respective insured persons with respect to acts, omissions or other matters occurring at or prior to the Closing.

(c) For a period of three (3) years from and after the Closing Date, CoreCo shall use commercially reasonable efforts to maintain, or obtain three (3) year "tail" insurance providing, cyber insurance for the benefit of the CoreCo Group and the BrazilCo Group and their respective insured persons with respect to acts, omissions, incidents, events or other matters occurring at or prior to the Closing; provided that the financial responsibility for the incremental cost of maintaining or obtaining such insurance for the BrazilCo Group shall be borne by BrazilCo, as reasonably determined by CoreCo.

4. Directors and Officers Indemnification. For a period of six (6) years from and after the Closing Date, (i) the Certificate of Incorporation and Bylaws of CoreCo, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Certificate of Incorporation and Bylaws of CoreCo immediately before the Closing, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Closing Date in any manner that would adversely affect the rights thereunder of individuals who, at or prior to the Closing, were indemnified under such Certificate of Incorporation and Bylaws, except to the extent such amendment, repeal, or modification is required by Law or approved by CoreCo's stockholders, and (ii) the Certificate of Incorporation and Bylaws of BrazilCo, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Certificate of Incorporation and Bylaws of BrazilCo immediately before the Closing, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Closing Date in any manner that

would adversely affect the rights thereunder of individuals who, at or prior to the Closing, were indemnified under such Certificate of Incorporation and Bylaws, except to the extent such amendment, repeal, or modification is required by Law or approved by BrazilCo's stockholders.

5. Insurance for Post-Closing Matters

. For the avoidance of doubt, each Group shall be responsible, at its sole cost and expense, for securing all insurance it deems appropriate for the operation of its Group and all of its Assets and Liabilities with respect to occurrences, acts, omissions or other matters occurring after the Closing.

6. No Assignment of Entire Insurance Policies. This Agreement shall not be considered as an attempted assignment of any Insurance Policy in its entirety (as opposed to an assignment of rights and proceeds under an Insurance Policy), nor is it considered to be itself a contract of insurance. This Agreement shall not be construed to waive any right or remedy of any Party under or with respect to any Insurance Policy, and the Parties reserve all their rights thereunder.

Article IX

MISCELLANEOUS

1. Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, the Ancillary Agreements and, solely to the extent and for the limited purpose of effecting the Internal Reorganization, the Conveyancing and Assumption Instruments shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto, the Exhibit or Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of (a) this Agreement and the provisions of any Ancillary Agreement, such Ancillary Agreement shall control (except with respect to any provisions relating to the Transfer of Assets to, or the Assumption of Liabilities by, a Party or a member of its Group, the Internal Reorganization, the Closing, the covenants and obligations set forth in Article IV, Article V, Article VI, Article VII and Article VIII or the application of Article IX to the terms of this Agreement (or, in each case, any indemnification rights pursuant to this Agreement in respect thereof and/or any other remedies pursuant to this Agreement in respect of any breach of any covenant or obligation under this Agreement), in which case this Agreement shall control), (b) this Agreement and any Conveyancing and Assumption Instrument, this Agreement shall control and (c) this Agreement and any agreement which is not an Ancillary Agreement (other than a Conveyancing and Assumption Instrument), this Agreement shall control unless both (x) it is specifically stated in such agreement that such agreement controls and (y) such agreement has been executed by a member of the Group that it is to be enforced against.

2. Ancillary Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

3. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

4. Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Closing and remain in full force and effect in accordance with their applicable terms.

5. Expenses. Except as otherwise provided in this Agreement or any Ancillary Agreement, the costs and expenses incurred by the members of the CoreCo Group or the BrazilCo Group prior to the Closing and directly related to the consummation of the transactions contemplated hereby and/or the Restructuring, including third party professional fees (e.g., outside legal and accounting fees) and other fees and expenses incurred in connection with the preparation, execution and delivery and implementation of this Agreement, and costs and expenses incurred in connection with the Internal Reorganization, shall be borne by CoreCo and BrazilCo as set forth on, and in accordance with, Schedule 9.5; provided; however, in the event of any inconsistency between this Section 9.5, on the one hand, and Article I with respect to specific allocations of BrazilCo Liabilities and CoreCo Liabilities, on the other hand, such clauses in the definitions of BrazilCo Liabilities and CoreCo Liabilities in Article I shall control.

6. Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 9.6 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 9.6 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.6):

To CoreCo:

New Fortress Energy Inc.
111 W. 19th Street, 8th Floor
New York, New York 10011
Telephone: (516) 268-7400
Attention: Kevin Sullivan; Matthew Reinhard
Email: kesullivan@newfortressenergy.com; mreinhard@newfortressenergy.com

with a copy by email to: legal@newfortressenergy.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Telephone: (212) 735-3000
Attention: Peter D. Serating; Blair T. Thetford; Jonathan M. Lee
Email: Peter.Serating@skadden.com; Blair.Thetford@skadden.com; Jonathan.Lee@skadden.com

To BrazilCo:

NFE Brazil Holdings Limited
Clarendon House, 2 Church Street
Hamilton HM 11, Bermuda
Telephone: +55 21 3993-5340
Attention: Leandro Cunha; Humberto Quintas; Jeremy Dawson
Email: lcunha@newfortressenergy.com; Hquintas@newfortressenergy.com; jdawson@newfortressenergy.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Telephone: (212) 735-3000
Attention: Peter D. Serating; Blair T. Thetford; Jonathan M. Lee
Email: Peter.Serating@skadden.com; Blair.Thetford@skadden.com; Jonathan.Lee@skadden.com

7. Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

8. Amendments. Subject to the terms of Section 9.11 hereof, this Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

9. Assignment. Except as otherwise provided for in this Agreement, neither this Agreement nor any right, interest or obligation shall be assignable, in whole or in part, directly or

indirectly, by any Party without the prior written consent of the other Party, and any attempt to assign any rights, interests or obligations arising under this Agreement without such consent shall be void; except, that a Party may assign this Agreement or any or all of the rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its Assets; provided that the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Party by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a "Party" hereto; provided, however, that in the case of each of the preceding clauses, no assignment permitted by this Section 9.9 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement, unless agreed to in writing by the non-assigning Parties.

10. Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

11. Certain Termination and Amendment Rights. This Agreement may not be terminated or amended except by an agreement in writing signed by each of the Parties. Notwithstanding the foregoing, Article V, Section 8.3 or Section 8.4 shall not be terminated or amended in a manner adverse to the third party beneficiaries thereof without the Consent of any such Person.

12. Payment Terms.

(a) Except as set forth in Article V or as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group), on the one hand, to the other Party (and/or a member of such other Party's respective Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within thirty (30) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as set forth in Article V or as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within thirty (30) days of such bill, invoice or other demand) shall bear interest at a rate *per annum* equal to SOFR (in effect on the date on which such payment was due) plus three percent (3%) calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment; provided, however, in the event that SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which BrazilCo and CoreCo shall jointly determine, each acting in good faith.

(c) In the event of a dispute or disagreement with respect to all or a portion of any amounts requested by any Party (and/or a member of such Party's Group) as being payable, the payor Party shall in no event be entitled to withhold payments for any such amounts (and any such disputed amounts shall be paid in accordance with Section 9.12(a), subject to the right of the payor Party to dispute such amount following such payment); provided that in the event that following the resolution of such dispute it is determined that the payee Party (and/or a member of the payee Party's Group) was not entitled to all or a portion of the payment made by the payor Party, the payee Party shall repay (or cause to be repaid) such amounts to which it was not entitled, including interest, to the payor Party (or its designee), which amounts shall bear interest at a rate *per annum* equal to SOFR plus three percent (3%), calculated for the actual

number of days elapsed, accrued from the date on which such payment was made by the payor Party to the payee Party.

(d) Without the Consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by CoreCo or BrazilCo under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the Bloomberg fixing rate at 5:00 p.m. New York City Time on the day before the date the payment is required to be made or, as applicable, on which an invoice is submitted (provided, however, that with regard to any payments in respect of Indemnifiable Losses for payments made to third parties, the date shall be the day before the relevant payment was made to the third party) or in the Wall Street Journal on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made hereunder may be denominated in a currency other than U.S. dollars, the amount of such payment shall be converted into U.S. dollars on the date in which notice of the claim is given to the Indemnifying Party.

13. No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) the intended purpose of which is to undermine the effectiveness of any of the provisions of this Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification or payment pursuant to Article V).

14. Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party on and after the Closing Date.

15. Third Party Beneficiaries. Except (a) as provided in Article V relating to Indemnitees and for the release under Section 5.1 of any Person provided therein, (b) as provided in Section 8.3 relating to insured persons and Section 8.4 relating to the directors, officers, employees, fiduciaries or agents provided therein, (c) as provided in Section 6.8 relating to CoreCo Counsel, and (d) as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement. For the avoidance of doubt, no term or provision of this Agreement (including any agreement or covenant to Assume or cause other members of any Group to Assume any Liabilities) shall create or otherwise give rise to any third party beneficiary right or be deemed to confer upon any third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever to enforce, whether directly or derivatively, (i) any of the CoreCo Liabilities against any member of the CoreCo Group or BrazilCo Group or (ii) any of the BrazilCo Liabilities against any member of the BrazilCo Group or CoreCo Group, or any other right, in each case, other than as expressly set forth in the immediately preceding sentence.

16. Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

17. Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any Liability or

obligation of any member of the CoreCo Group or the BrazilCo Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the CoreCo Group or the BrazilCo Group or any of their respective Affiliates. The inclusion of any item or Liability or category of item or Liability on any Exhibit or Schedule is made solely for purposes of allocating potential Liabilities among the Parties and shall not be deemed as or construed to be an admission that any such Liability exists.

18. Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

19. Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss. Accordingly, from and after the Effective Time, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article IX (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to seek specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

20. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

21. No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of the following Sections: Section 5.2, Section 5.3 and Section 5.4).

22. Public Announcements. From and after the Effective Time, CoreCo and BrazilCo hereby agree to (a) coordinate with the other Party on the Parties' respective initial press releases with respect to the transactions contemplated herein and (b) that no press release or similar public announcement or external communication shall, if prior to, or after, the Effective Time, be made or be caused to be made (including by such Party's Affiliates) concerning the execution or performance of this Agreement until such Party has consulted with the other Party, and provided meaningful opportunity for review and given due consideration to reasonable comment by the other Party, except (x) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system

and (y) as may pertain to disputes between one Party or any member of its Group, on the one hand, and the other Party or any member of its Group, on the other hand; provided that in the case of clause (y), any Party that intends to issue a press release or similar public announcement or external communication regarding such dispute shall provide reasonable advance written notice to the other Party in accordance with Section 9.6, which notice shall include a copy of the press release or similar public announcement or external communication, or where no such copy is available, a description of the press release or similar public announcement or external communication.

23. Tax Treatment of Payments. To the extent permitted by applicable Law, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code, this Agreement or otherwise agreed to among the Parties, for U.S. federal Tax purposes, any payment made pursuant to this Agreement shall be treated as an adjustment to the consideration treated as paid to CoreCo for the NFE Brazil Equity and the Bradford HoldCo Equity.

* * * * *

[*End of page left intentionally blank*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

NEW FORTRESS ENERGY INC.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Co-General Counsel

NFE BRAZIL HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

BRADFORD COUNTY HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

CREDIT AGREEMENT

among

NEW FORTRESS ENERGY INC.,
as the Borrower,

The Guarantors from Time to Time Party Hereto
The Several Lenders from Time to Time Party Hereto

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Administrative Agent and the Collateral Agent,

Dated as of September 11, 2026

ID: 4923-7560-1526 v.17.2 - MSW

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F-4 Form of U.S. Tax Compliance Certificate (For Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
G Form of Loan Note

CREDIT AGREEMENT, dated as of September 11, 2026, among NEW FORTRESS ENERGY INC., a Delaware corporation (the "Borrower"), the Guarantors (as defined herein) from time to time party hereto, the Lenders (as defined herein) from time to time party hereto and WILMINGTON TRUST, NATIONAL ASSOCIATION ("WTNA"), as administrative agent for the Lenders (in such capacity, together with any successor appointed in accordance with Section 8.6, the "Administrative Agent") and as collateral agent for the Secured Parties (in such capacity, together with any successor appointed in accordance with Section 8.6, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the respective meanings set forth for such terms in Section 1.1;

WHEREAS, the Borrower is party to that certain Restructuring Support Agreement, dated as of March 17, 2026 (the "Restructuring Support Agreement"), by and among the Borrower, certain of its Subsidiaries from time to time party thereto, and each of the participating creditors from time to time party thereto, pursuant to which the parties thereto have agreed to consummate a series of transactions that address the Borrower's capital structure;

WHEREAS, in connection with the Restructuring Support Agreement and the consummation of the Restructuring Plan (as defined in the Restructuring Support Agreement), as sanctioned by the Sanction Order (as defined therein), and on the terms and subject to the conditions set forth herein, certain Lenders (as defined in the Existing Credit Agreements, herein, the "Existing Credit Agreement Lenders") and Participants (as defined in the Existing Credit Agreements, herein, the "Existing Credit Agreement Participants") under the Existing Credit Agreements shall become Lenders hereunder and shall extend, or shall be deemed to extend credit, as applicable, in the form of Initial Term Loans in an aggregate principal amount equal to the sum of: (a) $571,308,818.00 deemed funded on the Closing Date by the Take-Back Loan Lenders (the "Take-Back Loans"), and (b) up to $36,458,333.00 of capital raise term loans (the "Capital Raise New CoreCo Senior Term Loans"), plus such additional junior term loans (the "Capital Raise New CoreCo Junior Term Loans," and together with the Capital Raise New CoreCo Senior Term Loans, the "Capital Raise Term Loans") as may be required to be incurred solely to satisfy the Minimum Liquidity Condition (as defined in the Restructuring Support Agreement);

WHEREAS, the Initial Term Loans will be incurred by the Borrower on the Closing Date and will be funded (or deemed to be funded) (a) in the case of the Take-Back Loans, through a cashless rollover of certain amounts outstanding under the Existing Revolving Credit Agreements and the Existing Term Loan B Credit Agreement immediately prior to the Closing Date and (b) in the case of the Capital Raise Term Loans, through the funding of new money or providing commitments in respect thereof (as applicable) to the Borrower in connection with the Closing Date; and

WHEREAS, the Lenders have agreed to extend the Initial Term Loans and make other financial accommodations to the Borrower, in each case, on the terms and subject to the conditions set forth herein and pursuant to the Fronting Arrangement (as defined herein).

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

Section 1. DEFINITIONS

1. Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"Additional Lender": any Person (other than a natural person) that, in any case, is not an existing Lender and that agrees to provide any portion of any Incremental Term Commitment or Incremental Term Loan in accordance with Section 2.9.

"Administrative Agent": as defined in the preamble.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affected Lender": any Lender advising the Administrative Agent pursuant to Section 2.15(b).

"Affiliate": as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. For purposes of this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Affiliate Transaction": as defined in Section 6.5(a).

"Affiliated Lender": any of the Persons listed on Schedule 9.6, the Management Investors and their respective Affiliates to the extent such Person is or becomes a Lender hereunder.

"Affiliated Lender Assignment and Acceptance": an Affiliated Lender Assignment and Acceptance, substantially in the form of Exhibit C-2 hereto.

"Agent Fee Letter": the Agency Fee Letter, dated September 11, 2026, among the Administrative Agent, the Collateral Agent and the Borrower.

"Agent Party": as defined in Section 9.2.

"Agents": the Administrative Agent and the Collateral Agent and any other Person appointed under the Loan Documents to serve in an agent or similar capacity.

"Aggregate Amounts Due": as defined in Section 2.14.

"Agreement": this Credit Agreement, including its annexes, exhibits and schedules.

"Agreement Currency": as defined in Section 9.17(b).

"All-In Yield": as to any Indebtedness, the yield thereof, whether in the form of interest rate, (taking into consideration margin, OID, upfront fees (each of which shall be deemed to constitute like amounts of OID)), in the case of private Indebtedness, commitment fees or otherwise, in each case, incurred or payable by the Borrower generally to all lenders of such Indebtedness; provided that OID, upfront fees and commitment fees, as applicable, shall be equated to interest rate assuming a 4-year average life to maturity (or if less, based on actual life to maturity) on a straight-line basis (e.g., 100 basis points of original issue discount equals 25 basis points of interest rate margin assuming a 4-year average life); and provided, further, that "All-In Yield" shall not include any interest rate floor, arrangement fees, structuring fees, ticking fees, commitment fees (other than in the case of private Indebtedness), underwriting fees and other similar fees and, if applicable, consent fees for an amendment (in each case regardless of whether any such fees are paid to or shared in whole or in part with any lender) and any other fees not paid generally to all lenders ratably in the primary syndication of such Indebtedness.

"Allocated Amount": the aggregate principal amount of Take-Back Loans deemed made by such Take-Back Loan Lender on the Closing Date, as set forth opposite such Lender's name on Schedule 1.1A under the heading "Take-Back Term Loan Allocated Amount." The aggregate amount of the Allocated Amount as of the Closing Date is $571,308,818.00.

"Anti-Corruption Laws": the Foreign Corrupt Practices Act, UK Bribery Act, Brazil's Clean Company Act and related regulations, Mexico's General Law of Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*) and the National Anti-Corruption System framework, and any other applicable Laws relating to anti-corruption or anti-bribery.

"Anti-Money Laundering Laws": the U.S. Currency and Foreign Transactions Reporting Act of 1970, PATRIOT Act, and all applicable similar U.S., U.K. and EU Laws and any other applicable similar Laws relating to anti-money laundering or counter-terrorism financing.

"Applicable Creditor": as defined in Section 9.17(b).

"Applicable Margin":

(1) solely with respect to the Senior Term Loan Facility, a percentage per annum equal to (A) for SOFR Loans, 6.125% and (B) for Base Rate Loans, 5.125%; provided, that, in each case, to the extent the Borrower elects the PIK Option, the foregoing percentages will be increased by 1.50% for the applicable Interest Period;

(2) solely with respect to the Junior Term Loan Facility, a percentage per annum equal to (A) for SOFR Loans, 8.125% and (B) for Base Rate Loans, 7.125%; provided, that, in each case, to the extent the Borrower elects the PIK Option, the foregoing percentages will be increased by 2.00% for the applicable Interest Period; and

(3) solely with respect to any Term Loans other than the Senior Term Loans or the Capital Raise New CoreCo Junior Term Loans, as specified in the applicable Extension Amendment.

"Applicable Premium": an amount equal to the present value as of the date of the applicable prepayment of the sum of all interest payments that would have been made in respect of the principal amount of the Term Loans so prepaid for the period from the date of such prepayment through the second anniversary of the Closing Date (but excluding accrued and unpaid interest through the date of such prepayment), calculated at a rate equal to the sum of (i) the Applicable Margin with respect to SOFR Loans in effect on the date of such prepayment, plus (ii) Term SOFR (assuming an Interest Period of three (3) months) in effect on the date of such prepayment, with such present value computed using a discount rate equal to the applicable Treasury Rate as of such date of prepayment, repayment or redemption (or deemed repayment) plus 50 basis points.

"Appropriate Lenders": at any time, with respect to Loans of any Class, the Lenders of such Class of Loans.

"Asset Sale":

(4) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets of the Borrower or any of its Restricted Subsidiaries (a "Disposition"); or

(5) the sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 6.3), whether in a single transaction or a series of related transactions and whether effected pursuant to a Division or otherwise; in each case, other than:

(a) the Disposition of all or substantially all of the assets of the Borrower or any Restricted Subsidiary in a manner permitted pursuant to Section 6.9;

(b) Dispositions (including of Equity Interests issued by any Restricted Subsidiary) among the Borrower and/or any Restricted Subsidiary (upon voluntary liquidation or otherwise); provided that Dispositions by any Loan Party to Specified Non-Guarantors shall not exceed, (i) with respect to any individual transaction, $5.0 million and (ii) in the aggregate, $25.0 million;

(c) (i) the liquidation or dissolution of any Restricted Subsidiary if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower or such Restricted Subsidiary, is not materially disadvantageous to the Lenders, and the Borrower or any Restricted Subsidiary receives any assets of the relevant dissolved or liquidated Restricted Subsidiary; provided that if the liquidating or dissolving Restricted Subsidiary is a Guarantor, a Loan Party shall receive any such assets of the relevant dissolved or liquidated Restricted Subsidiary, (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect (A) any Disposition otherwise permitted pursuant to clauses (d) through (hh) of this definition or (B) any Permitted Investment or any Investment otherwise permitted under Section 6.1, and (iii) the conversion of any Restricted Subsidiary into another form of entity so long as such Restricted Subsidiary complies with Section 5.10(a);

(d) (i) Dispositions of inventory or other assets (including the Disposition of tankers or other marine vessels (other than tankers or other marine vessels that constitute Collateral), trucks, rail cars, ISO (International Organization for Standardization) containers, natural gas, steam and power) in the ordinary course of business, consistent with past practice or consistent with industry norm (including on an intercompany basis among the Borrower and its Restricted Subsidiaries), and (ii) the leasing, assignment, subleasing, licensing or sublicensing of any real or personal property (including the provision of software under an open source license and including ground leases) in the ordinary course of business, consistent with past practice or consistent with industry norm and the sale of leased, subleased, licensed or sublicensed assets to customers purchasing natural gas in the ordinary course of business, consistent with past practice or consistent with industry norm;

(e) Dispositions of surplus, obsolete, damaged, used or worn out property or other property (including IP Rights) that, in the reasonable judgment of the Borrower, is (i) no longer used or useful in its business (or in the business of any Restricted Subsidiary of the Borrower) or (ii) no longer necessary or desirable in the conduct of its business (including in connection with the shutdown, closure or disposition or any facility or line of business) or otherwise economically impracticable to maintain, in each case, where the proceeds of such Disposition are promptly applied (x) to purchase replacement assets useful in the Borrower's or such Restricted Subsidiary's business or (y) for general corporate purposes;

(f) Dispositions of cash, Cash Equivalents, and/or Investment Grade Assets and/or other assets that were Cash Equivalents or Investment Grade Assets when the relevant original Investment was made;

(g) Dispositions, mergers, amalgamations, consolidations or conveyances that otherwise constitute (i) Permitted Investments (other than pursuant to clause (j) of the definition thereof), (ii) Liens not prohibited under this Agreement or (iii) Restricted Payments permitted to be made, and that are made, under Section 6.1 (other than Section 6.1(b)(ix));

(h) any Specified Asset Sale;

(i) to the extent that (i) the relevant property is solely exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of the relevant Disposition are promptly applied solely to the purchase price of such replacement property;

(j) Dispositions made pursuant to the BrazilCo Separation Agreement;

(k) Dispositions of accounts receivable, or participations therein, in the ordinary course of business, consistent with past practice or consistent with industry norm (including any discount and/or forgiveness thereof and sales to factors or similar third parties) or in connection with the collection or compromise thereof;

(l) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), (i) the Disposition or termination of which will not materially interfere with the business of the Borrower and its Restricted Subsidiaries or (ii) that relate to closed facilities or the discontinuation of any product or business line;

(m) (i) any termination of any lease, assignment, sublease, license or sublicense in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business, consistent with past practice or consistent with industry norm or otherwise if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Restricted Subsidiaries, taken as a whole, and is not materially disadvantageous to the Lenders;

(n) (i) Dispositions of property subject to foreclosure, casualty, eminent domain, expropriation, forced dispositions or condemnation proceedings (including in lieu thereof or any similar proceeding), (ii) any involuntary loss, damage or destruction of any property and (iii) transfers of any property that have been subject to a casualty event to the respective insurer of such property as part of an insurance settlement or upon receipt of the net proceeds of such casualty event;

(o) [reserved];

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) [reserved];

(t) (i) licensing, sublicensing and cross-licensing arrangements involving any technology, intellectual property, other IP Rights or other general intangibles of the Borrower or any Restricted Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm or that is immaterial; and (ii) Dispositions, abandonments, cancellations or lapses of IP Rights, or issuance or registration, or applications for issuance or registration, of IP Rights, which, in the reasonable business judgment of the Borrower, are not material to the conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole, or are no longer economically practicable or commercially reasonable to maintain;

(u) terminations or unwinds of Derivative Transactions and Banking Services;

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) [reserved];

(z) [reserved];

(aa) [reserved];

(ab) any sale of Equity Interests of the Borrower;

(ac) [reserved];

(ad) [reserved];

(ae) [reserved];

(af) [reserved];

(ag) [reserved];

(ah) other Dispositions (including those of the type otherwise described herein) involving assets having a Fair Market Value of not more than $25.0 million in the aggregate for any single transaction or series of related transactions at the time of such Disposition; provided that the aggregate Fair Market Value of all assets Disposed of pursuant to this clause (hh) shall not exceed $100.0 million;

(ai) [reserved];

(aj) [reserved]; and

(ak) any transfer of properties or assets that is a maritime vessel sharing arrangement in the ordinary course of business, or entry by the Borrower or any Subsidiary of the Borrower into one or more leases, charters, pool agreements or operations or service contracts with respect to any vessels.

"Assignee": as defined in Section 9.6(c).

"Assignee Lenders": as defined in the Fronting Letter.

"Assignment and Acceptance": an agreement substantially in the form of Exhibit C-1.

"Assignor": as defined in Section 9.6(c).

"Available Tenor": as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (d) of Section 2.12.

"Backstop Fee Letter": the Fee Letter, dated as of September 11, 2026, among certain Assignee Lenders party thereto (the "Backstop Lenders") and the Borrower.

"Backstop Lenders": as defined in the definition of the Backstop Fee Letter.

"Backstop Premium": as defined in Section 2.8(c).

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation": (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, rule, regulation or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Banking Services": each and any of the following bank services: commercial credit cards, stored value cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee

credit card programs, cash pooling services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with cash management and Deposit Accounts.

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

"Bankruptcy Event": with respect to any Person, that such Person has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority; provided, however, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

"Bankruptcy Law": the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States of America or other applicable jurisdictions from time to time in effect.

"Base Rate": for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1%, (c) the sum of (i) Term SOFR for a one-month tenor in effect on such day plus (ii) 1.0%; and (d) 1.0% per annum. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate, or Term SOFR shall be effective from and including the effective day of such change in the Prime Rate, the Federal Funds Effective Rate, or Term SOFR, respectively.

"Base Rate Loans": Loans for which the applicable rate of interest is based on the Base Rate.

"Benchmark": initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (a) of Section 2.12.

"Benchmark Replacement": with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Required Lenders for the applicable Benchmark Replacement Date:

(1) Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Required Lenders and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment;

provided that such Benchmark Replacement is administratively feasible for the Administrative Agent.

If the Benchmark Replacement as so determined pursuant to clause (1) or (2) above would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or

negative value or zero) that has been selected by the Required Lenders and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time; provided that such Benchmark Replacement Adjustment is administratively feasible for the Administrative Agent.

"Benchmark Replacement Conforming Changes": with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent (acting at the direction of the Required Lenders in consultation with the Borrower) determines may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent (acting at the direction of the Required Lenders in consultation with the Borrower) determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent (acting at the direction of the Required Lenders in consultation with the Borrower) determines, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents); provided that such Benchmark Replacement Conforming Changes implement changes that are administratively feasible for the Administrative Agent.

"Benchmark Replacement Date": the earliest to occur of the following events with respect to the then-current Benchmark:

(3) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(4) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which all Available Tenors of such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event": the occurrence of one or more of the following events with respect to the then-current Benchmark:

(5) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(6) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(7) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period": the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12.

"Beneficial Ownership Certification": a certification regarding individual beneficial ownership solely to the extent required by 31 C.F.R. §1010.230.

"Benefit Plan": any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Blocked Property": property (as such term is defined by the relevant Sanctions): (a) that is owned 50% or more, directly or indirectly, by a Restricted Person subject to blocking or freezing Sanctions, (b) in which a Restricted Person holds any interest (as such term is defined by the relevant Sanctions), or (c) that otherwise is subject to blocking or freezing Sanctions, in each case such that transacting in such property would be prohibited absent a license or authorization issued under Sanctions.

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors": with respect to any Person, (a) in the case of any corporation, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (b) in the case of any limited liability company, the board of managers, board of directors, manager or

managing member of such Person or the functional equivalent of the foregoing, (c) in the case of any partnership, the board of directors, board of managers, manager or managing member of a general partner of such Person or the functional equivalent of the foregoing and (d) in any other case, the functional equivalent of the foregoing. In addition, the term "director" means a director or functional equivalent thereof with respect to the relevant Board of Directors.

"Borrower": as defined in the preamble.

"Borrower Junior Term Loan Obligations": the collective reference to the unpaid principal of and interest (including PIK Interest) solely on the Capital Raise New CoreCo Junior Term Loans, and all other obligations and liabilities of the Borrower (including interest accruing at the then applicable rate provided herein after the maturity of the Capital Raise New CoreCo Junior Term Loans and interest, fees and expenses accruing after the filing of any petition in bankruptcy (or which, but for the filing of such petition, would be accruing), or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest, fees or expenses is allowed or allowable in such proceeding), in each case, solely to any Capital Raise New CoreCo Junior Term Loan Lender or any Agent, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which arise under, out of, or in connection with, this Agreement, the Security Documents or the other Loan Documents or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise;

"Borrower Obligations": collectively, the Borrower Senior Term Loan Obligations and the Borrower Junior Term Loan Obligations.

"Borrower Senior Term Loan Obligations": the collective reference to the unpaid principal of and interest (including PIK Interest) solely on the Senior Term Loans, and all other obligations and liabilities of the Borrower (including interest accruing at the then applicable rate provided herein after the maturity of the Senior Term Loans and interest, fees and expenses accruing after the filing of any petition in bankruptcy (or which, but for the filing of such petition, would be accruing), or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest, fees or expenses is allowed or allowable in such proceeding), in each case, solely to any Senior Term Loan Lender or any Agent, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which arise under, out of, or in connection with, this Agreement, the Security Documents or the other Loan Documents or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

"Borrowing": Loans of the same Class and Type and, in the case of a SOFR Loan, as to which a single Interest Period is in effect.

"BrazilCo Separation Agreement": that certain Separation Agreement, dated as of the Closing Date (as may be amended, supplemented, or otherwise modified from time to time thereafter, in each case, in a manner not materially adverse to the Lenders), by and among NFE Brazil Holdings Limited ("New BrazilCo Parent"), Bradford County Holdings Limited and the Borrower.

"Business Day": any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"Business Plan": the business plan and related projections and presentation materials shared with the Lenders or their advisors on or prior to the Closing Date, including any supplements or updates thereto delivered to the Lenders on or prior to the Closing Date.

"Capital Raise New CoreCo Junior Term Loans": as defined in the recitals.

"Capital Raise New CoreCo Junior Term Loan Aggregate Commitment": the sum of the Capital Raise New CoreCo Junior Term Loan Commitments of all the Capital Raise New CoreCo Junior Term

Loan Lenders at such time. The Capital Raise New CoreCo Junior Term Loan Aggregate Commitment as of the Closing Date is $100,000,000.00.

"Capital Raise New CoreCo Junior Term Loan Commitment": the commitment of a Capital Raise New CoreCo Junior Term Loan Lender to make Capital Raise New CoreCo Junior Term Loans, as such amount may be reduced from time to time pursuant to the terms hereof. The initial amount of each Capital Raise New CoreCo Junior Term Loan Lender's Capital Raise New CoreCo Junior Term Loan Commitment is set forth on Schedule 1.1A or in the Assignment and Acceptance pursuant to which such Capital Raise New CoreCo Junior Term Loan Lender shall have assumed its Capital Raise New CoreCo Junior Term Loan Commitment, as applicable.

"Capital Raise New CoreCo Junior Term Loan Lenders": the Persons listed on Schedule 1.1A with a Capital Raise New CoreCo Junior Term Loan Commitment and any other Person that shall have become a party hereto as a Capital Raise New CoreCo Junior Term Loan Lender pursuant to an Assignment and Acceptance, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Acceptance; provided, however, that Section 9.5 shall continue to apply to each such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance as if such Person is a "Lender". As of the Closing Date, the Fronting Lender is the initial Capital Raise New CoreCo Junior Term Loan Lender pursuant to the Fronting Arrangement.

"Capital Raise New CoreCo Senior Term Loan Lender": each Lender that extends credit in the form of, or holds, Capital Raise New CoreCo Senior Term Loans.

"Capital Raise New CoreCo Senior Term Loans": as defined in the recitals.

"Capital Raise Term Loans": as defined in the recitals.

"Capital Stock":

(8) in the case of a corporation, corporate stock;

(9) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(10) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(11) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents": as at any date of determination,

(a) United States dollars, Australian dollars, Canadian dollars, Euros, Japanese Yen, New Swedish Krona, Pounds Sterling, Swiss Francs, any national currency of any member nation of the European Union, Yuan or such other currencies held by the Borrower and its Restricted Subsidiaries from time to time in the ordinary course of business, consistent with past practice or consistent with industry norm;

(b) (i) readily marketable securities issued or directly and unconditionally guaranteed or insured by the U.S. government or any agency or instrumentality thereof, the obligations of which are backed by the full faith and credit of the U.S., in each case having average maturities of not more than 24 months from the date of acquisition thereof, (ii) readily marketable direct obligations issued or directly and fully and unconditionally guaranteed by any foreign government or any political subdivision or public instrumentality thereof, in each case (other than in the case of such securities issued or guaranteed by any member nation of the European Union) having an Investment Grade Rating from either Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with average maturities of 24 months or less from the date of acquisition thereof and (iii) repurchase agreements and reverse repurchase agreements relating to any of the foregoing;

(c) readily marketable direct obligations issued by any state, commonwealth or territory of the U.S., any political subdivision or taxing authority thereof or any public instrumentality of any of the foregoing, in each case having average maturities of not more than 24 months from the acquisition thereof and having, at the time of acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(d) commercial paper having average maturities of not more than 24 months from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and variable or fixed rate notes issued by any financial institution meeting the qualifications specified in clause (e) below;

(e) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within 24 months after such date and overnight bank deposits, in each case issued or accepted by any commercial bank or other financial institution having capital and surplus of not less than $1.0 billion in the case of U.S. banks or other U.S. financial institutions and $1.0 billion (or the dollar equivalent thereof as of the date of determination) in the case of non-U.S. banks and other non-U.S. financial institutions and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any financial institution meeting the qualifications specified in clause (e) above;

(g) marketable short-term money market and similar highly liquid funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time either S&P or Moody's is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(h) investments with average maturities of 24 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time either S&P or Moody's is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(i) [reserved];

(j) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (i) above, (ii) net assets of not less than $100.0 million and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's is not rating such fund, an equivalent rating from another nationally recognized statistical rating agency);

(k) instruments equivalent to those referred to in clauses (a) through (j) above and clauses (l) and (m) below comparable in credit quality and tenor to those referred to in such clauses and customarily used by companies for cash management purposes in any jurisdiction outside the U.S. in which any Subsidiary operates;

(l) investments, classified in accordance with GAAP as current assets of the Borrower or any Subsidiary, in money market investment programs that are registered under the Investment Company Act of 1940 or that are administered by financial institutions meeting the qualifications specified in clause (e) above and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (a) through (k) of this definition;

(m) investment funds investing at least 90.0% of their assets in the types of investments referred to in clauses (a) through (l) above;

(n) [reserved]; and

(o) (i) investments of the type and maturity described in clauses (a) through (n) above of foreign obligors, which Investments or obligors (or the parent companies thereof) have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other investments utilized by any Foreign Subsidiary and customarily used by companies in the jurisdiction of such Foreign Subsidiary for cash management purposes that are analogous to the investments described in clauses (a) through (n) above and in clause (i) of this clause (o).

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (a) above; provided that such amounts are converted into any currency listed in clause (a) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts. For the avoidance of doubt, any items identified as Cash Equivalents under this definition will be deemed to be Cash Equivalents under this Agreement regardless of the treatment of such items under GAAP.

"Change in Law": the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control": the occurrence of one or more of the following events after the Closing Date:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any Person other than one or more Permitted Holders; or

(2) the Borrower becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of Equity Interests of the Borrower (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than the Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase, of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) representing more than 50.0% of the total voting power of all of the outstanding Voting Stock of the Borrower, unless the Permitted Holders otherwise have the right (pursuant to contract, proxy or otherwise), directly or indirectly, to designate, nominate or appoint directors having a majority of the aggregate votes on the Board of Directors of the Borrower.

Notwithstanding anything to the contrary in this definition or any provision of Rule 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own Voting Stock (x) to be acquired by such Person or group pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement or (y) solely as a result of veto or approval rights in any joint venture agreement, shareholder agreement, investor rights agreement or other similar agreement, (ii) if any group (other than a Permitted Holder) includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Borrower owned, directly or indirectly, by any Permitted Holders that are

part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred, (iii) a Person or group (other than Permitted Holders) will not be deemed to beneficially own Voting Stock of another Person as a result of its ownership of Equity Interests or other securities of such other Person's parent (or related contractual rights) unless it owns more than 50.0% of the total voting power of the Voting Stock of such Person's parent and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not cause a party to be a beneficial owner.

"Class": (a) when used with respect to Lenders, refers to whether such Lender has a Loan or Commitment with respect to the Senior Term Loan Facility or the Junior Term Loan Facility, (b) when used with respect to Commitments, refers to whether such Commitments are Senior Term Loan Commitments or Capital Raise New CoreCo Junior Term Loan Commitments, and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Loans under the Senior Term Loan Facility or the Junior Term Loan Facility.

"Closing Date": the date on which the conditions specified in Section 4.1 are satisfied (or waived).

"Code": the Internal Revenue Code of 1986, as amended.

"Collateral": all of the assets and property of the Borrower or any Guarantor, whether real, personal or mixed, securing or purported to secure any Obligations, other than Excluded Assets.

"Collateral Agent": as defined in the preamble.

"Commitment": with respect to any Lender, the amount of Loans of such Lender to be made on or after the Closing Date pursuant to this Agreement, as set forth on Schedule 1.1A, and "Commitments" means such amounts of all Lenders in the aggregate; it being understood that (i) the Take-Back Loans in an aggregate principal amount equal to the Allocated Amount shall be deemed made on the Closing Date and shall not constitute Commitments and (ii) Commitments in respect of Capital Raise New CoreCo Senior Term Loans and Capital Raise New CoreCo Junior Term Loans shall be funded in cash on each applicable Term Loan Funding Date. The aggregate amount of the Commitments as of the Closing Date is $136,458,333.00.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001(a)(14) of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Compliance Certificate": a certificate duly executed by a Responsible Officer of the Borrower, substantially in the form of Exhibit A.

"Connection Income Taxes": Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes of the Borrower and its Restricted Subsidiaries on a consolidated basis.

"Consolidated Total Assets": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the applicable Person at such date (assuming, for such purpose, that such Person's only Subsidiaries are its Restricted Subsidiaries).

"Contingent Obligations": with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness (the "primary obligation") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent:

(3) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(4) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation, or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(5) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Control": as defined in the definition of Affiliate.

"Control Agreement": each account control agreement (or similar agreement or local law equivalent), in form and substance reasonably acceptable to the Collateral Agent and the Required Lenders, executed by the applicable Loan Party, the Collateral Agent or, if applicable, the applicable controlling authorized representative under the Intercreditor Agreement and/or each applicable authorized representative under the Intercreditor Agreement, and the relevant bank, securities intermediary or commodity intermediary, as applicable, party thereto, in each case, the purpose of which is to perfect a security interest by control, subject to the Intercreditor Agreement; provided that, unless the Required Lenders object in writing to a Control Agreement within ten (10) Business Days following the date such Control Agreement is posted on a Platform, (a) such Control Agreement shall be deemed acceptable to the Required Lenders and (b) the Required Lenders shall be deemed to have directed the Collateral Agent (including in any other capacity party to such Control Agreement) to execute and deliver such Control Agreement; provided, further, that, any deadline under any Loan Document requiring the delivery of such Control Agreement shall be deemed satisfied upon such posting to a Platform and to the extent the Required Lenders have timely objected to such Control Agreement in accordance with the foregoing such deadline shall automatically be extended until the applicable Loan Party addresses such objection (using commercially reasonable efforts).

"Control Investment Affiliate": as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) exists primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Conversion/Continuation Date": the effective date of a continuation or conversion, as the case may be, as set forth in the applicable Conversion/Continuation Notice.

"Conversion/Continuation Notice": a Conversion/Continuation Notice substantially in the form of Exhibit E-2.

"CoreCo-BlockerCo & FLNG2 Management Agreement": that certain management services agreement, dated as of September 11, 2026, by and between the Borrower, NFE FLNG 2 Parent LLC, a Delaware limited liability company (the "BlockerCo") and NFE FLNG2 LLC, a Delaware limited liability company (the "FLNG2 Parent"), pursuant to which the Borrower and/or certain of its direct or indirect Subsidiaries provides management services to BlockerCo, FLNG2 Parent and their respective Subsidiaries.

"CoreCo-BrazilCo Transition Services Agreement": that certain Transition Services Agreement, dated as of September 11, 2026, by and between the Borrower and New BrazilCo Parent, pursuant to

which the Borrower and/or certain of its direct or indirect Subsidiaries provides certain transition services to New BrazilCo Parent and/or certain of its direct or indirect Subsidiaries.

"CoreCo MIP": an equity incentive plan of the Borrower for the benefit of the directors, officers, and other employees of the Borrower and its Subsidiaries that provides for the issuance of Equity Interests and/or equity-based or other compensation.

"CoreCo Preferred Stock": the Series A preferred stock of the Borrower from and after the Restructuring Effective Date (as defined in the Restructuring Support Agreement).

"Covered Entity": any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Credit Party": the Administrative Agent, the Collateral Agent and each Lender.

"Daily Simple SOFR": for any day, SOFR, with the conventions for this rate (which may include a lookback) being established by the Administrative Agent (acting at the direction of the Required Lenders) in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided that, if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent (acting at the direction of the Required Lenders) may establish another convention.

"date of determination": the applicable date of determination for the specified ratio, amount or percentage.

"Declined Proceeds": as defined in Section 2.10(b)(v).

"Default": any event that is, or after notice or lapse of time or both would become, an Event of Default; provided that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"Default Right": has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender": any Lender that:

(a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans or (ii) to pay to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied,

(b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit,

(c) has failed, within three Business Days after request by a Credit Party made in good faith to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt (with a copy to the

Borrower and the Administrative Agent) of such certification in form and substance satisfactory to it and the Borrower, or

(d) has, or has a direct or indirect parent company that has, become the subject of a Bankruptcy Event or Bail-In Action.

Any determination by the Borrower that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.20) upon delivery of written notice of such determination to the Administrative Agent and each other Lender. The Administrative Agent shall not be deemed to have knowledge or notice of the designation of a Lender as a "Defaulting Lender" hereunder unless the Administrative Agent has received written notice from the Borrower referring to this Agreement and notifying the Administrative Agent of the identity and designation of such Lender as a "Defaulting Lender" which the Administrative Agent may conclusively rely upon without incurring liability therefor, and absent receipt of such notice from the Borrower, the Administrative Agent may conclusively assume that no Lender under this Agreement has been designated as a "Defaulting Lender."

"Deposit Account": a demand, time, savings, passbook or like account with a bank, excluding, for the avoidance of doubt, any investment property (within the meaning of the UCC) or any account evidenced by an instrument (within the meaning of the UCC).

"Derivative Transaction": (a) any interest rate transaction, including any interest rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange rate transaction, including any cross currency interest rate swap, any forward foreign exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal and natural gas) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management, managers, members, partners, independent contractors or consultants of the Borrower or its Subsidiaries shall constitute a Derivative Transaction.

"Designs": any and all and any part of the following: (a) all design patents and intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing; and (e) all rights corresponding to any of the foregoing.

"Disposition": as defined in the definition of Asset Sale.

"Disqualified Institutions": (i) such Persons that have been specified in writing by the Borrower to the Administrative Agent (and consented to by the Required Lenders) prior to the Closing Date as being "Disqualified Institutions", (ii) any Person who is a bona fide competitor of the Borrower or its Subsidiaries identified in writing by the Borrower to the Administrative Agent (and consented to by the Required Lenders) prior to the Closing Date, as such list of bona fide competitors may be updated by the Borrower (by furnishing such updates to the Administrative Agent) from time to time hereafter or (iii) any affiliate of any Person identified in clause (i) or (ii) that is (a) identified in writing by the Borrower from time to time or (b) clearly identifiable as an Affiliate solely on the basis of the similarity of its name (other than bona fide debt funds that purchase commercial loans in the ordinary course of business, other than such debt funds excluded pursuant to clause (i) or (ii) of this definition); provided that the Administrative Agent may conclusively assume that the Required Lenders have consented to the

specification of any Disqualified Institution provided to the Administrative Agent in writing by the Borrower.

"Disqualified Stock": any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock and cash in lieu of fractional shares of such Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock and cash in lieu of fractional shares of such Capital Stock), in whole or in part, on or prior to the date that is 91 days after the Maturity Date at the time such Capital Stock is issued (it being understood that if any such redemption is in part, only such part coming into effect prior to the date that is 91 days following such maturity date shall constitute Disqualified Stock), (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Stock, in each case at any time on or prior to the date that is 91 days after the Maturity Date at the time such Capital Stock is issued, (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to the date that is 91 days following the Maturity Date at the time such Capital Stock is issued (it being understood that if any such repurchase obligation is in part, only such part coming into effect prior to the date that is 91 days following the Maturity Date shall constitute Disqualified Stock) or (d) provides for the scheduled or required payments of dividends in cash on or prior to the date that is 91 days following the Maturity Date at the time such Capital Stock is issued; provided that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof requiring the issuer thereof to, or provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to, redeem or purchase such Capital Stock upon the occurrence of any change of control, any disposition, asset sale (including pursuant to any casualty or condemnation event or eminent domain) or similar event shall not constitute Disqualified Stock.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers, members, partners, independent contractors or consultants (or any Immediate Family Member of the foregoing) of the Borrower or any Restricted Subsidiary, or by any such plan to such directors, officers, employees, members of management, managers, members, partners, independent contractors or consultants (or any Immediate Family Member of the foregoing), such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any future, present or former employee, director, officer, manager, member of management, member, partner, independent contractor or consultant (or by any Immediate Family Member of the foregoing) of the Borrower (or by any Subsidiary) shall be considered Disqualified Stock solely because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

"Division": the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement that is established by the laws of the jurisdiction of organization of any of the foregoing Persons), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Dollars" and "$": dollars in lawful currency of the United States of America.

"EEA Financial Institution": (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any institution

established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": (a) any of the member states of the European Union, (b) Iceland, (c) Liechtenstein and (d) Norway.

"EEA Resolution Authority": any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Signature": an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

"Environment": ambient air, indoor air, surface water, drinking water, groundwater, land surface, subsurface strata, sediments and natural resources such as wetlands, flora and fauna.

"Environmental Claim": any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order, or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with the presence, Release of, or exposure to, any Hazardous Materials; or (c) in connection with any actual or alleged damage, injury, threat, or harm to the Environment.

"Environmental Laws": any and all Laws regulating, relating to or imposing liability or standards of conduct concerning pollution, protection or regulation of the Environment or human health or safety in connection with exposure to Hazardous Materials, as has been, is now, or may at any time hereafter be, in effect and including the common law insofar as it relates to any of the foregoing.

"Environmental Permits": any and all Permits required under, or issued pursuant to, any Environmental Law and including the common law insofar as it relates to any of the foregoing.

"Equity Interests": Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"ERISA": the Employee Retirement Income Security Act of 1974.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default": any of the events or conditions specified in Section 7.1(a); provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Ex-Im Laws": any applicable export and import control laws including, to the extent applicable, such laws of the United States (including any administered by the U.S. Department of Commerce and U.S. Customs and Border Protection), the European Union, or the United Kingdom.

"Exchange Act": the Securities Exchange Act of 1934, and the rules and regulations of the SEC promulgated thereunder.

"Excluded Accounts": (i) any accounts that are designated solely as accounts for, and are used solely for, employee benefits or taxes, (ii) any accounts that are designated solely as accounts for, and are used solely for, payroll funding obligations, (iii) any escrow account, trust or other fiduciary account solely used for purposes of transactions that are permitted under this Agreement, (iv) "zero balance" accounts, including accounts with no funds and no activity or to the extent any account to which the funds in such "zero balance" accounts sweep is subject to a Control Agreement, (v) any Deposit Account (other than a zero balance account) with an average daily balance during the applicable account statement period not exceeding $50,000 individually or $500,000 in the aggregate for all Excluded Accounts pursuant to this clause (v); provided that, solely for purposes of calculating the average daily balance under this

clause (v), any balance in excess of the applicable threshold during any period in which the applicable Deposit Account maintains a balance in excess of the applicable threshold for no more than three (3) consecutive Business Days shall be excluded from such average daily balance calculation and (vi) any Deposit Account that would otherwise constitute an Excluded Asset, in each case of clauses (i) through (v), only to the extent that such amounts deposited in such accounts are used solely for such purposes listed above.

"Excluded Assets": the following:

(e) any asset the grant of a security interest in which would (i) be prohibited by any enforceable anti-assignment provision set forth in any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement, (ii) violate the terms of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement (in the case of clause (i) above, this clause (ii) and clause (iii) below, after giving effect to any applicable anti-assignment provision of the UCC or other applicable Requirements of Law) or (iii) trigger termination of, or a right of termination or any other modification of any rights under, any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement pursuant to any "change of control" or similar provision; it being understood that (A) the term "Excluded Asset" shall not include proceeds or receivables arising out of any contract described in this clause (a) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or any other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right, (B) the exclusions referenced in clauses (i), (ii) and (iii) above shall not apply to the extent that the relevant contract expressly permits the grant of a security interest in all or substantially all of the assets of the Borrower or any Guarantor and (C) the exclusion set forth in this clause (a) shall only apply if the contractual prohibitions or contractual provisions that would be so violated or that would trigger any such termination, right or modification under clauses (i), (ii) or (iii) above (x) existed on the Closing Date (or in the case of any contract of a Subsidiary that is acquired following the Closing Date, as of the date of such acquisition) and were not entered into in contemplation of the Closing Date (or such acquisition) and (y) cannot be waived unilaterally by the Borrower or any of its Wholly-Owned Subsidiaries;

(f) the Equity Interests of any (A) Unrestricted Subsidiary, (B) [reserved], (C) Immaterial Subsidiary, (D) NFE South Power Trading Limited, a Jamaican limited company ("NFE South Power"), and (E) [reserved];

(g) any intent-to-use (or similar) trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" notice and/or filing with respect thereto;

(h) any asset, the grant of a security interest in which would (i) require any governmental consent, approval, license, permit or authorization (collectively, "Governmental Consents") that has not been obtained (provided that, in the case of the Borrower's port lease in San Juan, Puerto Rico and the concession in respect of the Borrower's LNG regasification terminal at the Puerto Pichilingue in Baja California Sur, Mexico (the "La Paz Facility Concession"), the Borrower has used commercially reasonable efforts to obtain any Governmental Consents necessary to grant a mortgage or similar security instrument thereon), (ii) be prohibited by applicable Requirements of Law, except, in each case of clause (i) above and this clause (ii), to the extent such requirement or prohibition would be rendered ineffective under the UCC or any other applicable Requirements of Law notwithstanding such requirement or prohibition; it being understood that the term "Excluded Asset" shall not include proceeds or receivables arising out of any asset described in clause (i) or clause (ii) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or any other applicable Requirements of Law notwithstanding the relevant requirement or prohibition or (iii) result in material adverse tax consequences to the Borrower or any of its direct or indirect Restricted Subsidiaries as reasonably determined by the Borrower, including as a result of the operation of Section 956 of the Code;

(i) (i) any leasehold real property interests or concessions (provided that, in the case of the port lease in San Juan, Puerto Rico and the La Paz Facility Concession, the Borrower has used commercially reasonable efforts to obtain any Governmental Consents necessary to grant a mortgage or similar security instrument thereon) and (ii) any fee owned real property that is not a Material Real

Estate Asset or that is located in a "special flood zone" (and no landlord lien waivers, estoppels or collateral access letters shall be required to be delivered);

(j) any interest in any partnership, joint venture or non-Wholly-Owned Subsidiary that cannot be pledged without (i) the consent of one or more third parties other than the Borrower or any of its Restricted Subsidiaries under the Organizational Documents (and/or shareholders' or similar agreement) of such partnership, joint venture or non-Wholly-Owned-Subsidiary or (ii) giving rise to a "right of first refusal", a "right of first offer" or a similar right permitted or otherwise not prohibited by the terms of this Agreement that may be exercised by any third party other than the Borrower or any of its Restricted Subsidiaries in accordance with the Organizational Documents (and/or shareholders' or similar agreement) of such partnership, joint venture or non-Wholly-Owned-Subsidiary; provided that no asset shall constitute an Excluded Asset under this clause (f) to the extent any such restriction was entered into with the substantial purpose of making such interest an Excluded Asset;

(k) (i) motor vehicles, tankers, marine vessels, ISO containers and other assets subject to certificates of title, other than any tankers or other marine vessels with a value (as reasonably estimated by the Borrower) in excess of $7.5 million, (ii) letter-of-credit rights not constituting supporting obligations of other Collateral and (iii) commercial tort claims with a value (as reasonably estimated by the Borrower) of less than $7.5 million, except, in each case of the foregoing clauses (i)-(iii), to the extent a security interest therein can be perfected solely by the filing of a UCC financing statement;

(l) any margin stock;

(m) any Excluded Account that is subject to a Permitted Lien;

(n) the assets listed on Appendix A;

(o) any lease, license or other agreement or contract or any asset subject thereto (including pursuant to a purchase money security interest, Financing Lease or similar arrangement) that is, in each case, not prohibited by the terms of this Agreement to the extent that the grant of a security interest therein would violate or invalidate such lease, license or agreement or contract or purchase money, Financing Lease or similar arrangement or trigger a right of termination in favor of any other party thereto (other than the Borrower or any of its Restricted Subsidiaries) after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable Requirements of Law; it being understood that the term "Excluded Asset" shall not include any proceeds or receivables arising out of any asset described in this clause (k) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or any other applicable Requirements of Law notwithstanding the relevant requirement or prohibition;

(p) any asset with respect to which the Borrower and the Required Lenders (it being understood and agreed that the Required Lenders shall be deemed to have so agreed that such asset constitutes "Excluded Assets" under and as defined in the Letter of Credit Agreement, but only so long as such asset constitutes "Excluded Assets" under and as defined in the Letter of Credit Agreement) have reasonably agreed that the cost, burden, difficulty or consequence (including any effect on the ability of the Borrower or any Guarantor to conduct its operations and business in the ordinary course of business) of obtaining or perfecting a security interest therein outweighs the benefit of a security interest to the Secured Parties of the security afforded thereby, which determination is evidenced in writing;

(q) solely to the extent provided in Section 2.11 of the Intercreditor Agreement, the Collateral Account (as defined in the Letter of Credit Agreement), all cash, Cash Equivalents and other amounts from time to time on deposit therein and all rights with respect thereto, in each case, subject to the Existing Control Agreement (as defined in the Letter of Credit Agreement);

(r) any governmental licenses, permits or authorizations, or U.S. or foreign state or local franchises, charters or authorizations, to the extent a security interest in any such license, permit, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction) or where the effect thereof would be to limit or diminish the Borrower's or any Guarantor's ability to utilize such license, permit franchise, charter or authorization in the conduct of its business in the ordinary course; and

(s) any assets owned by the Borrower or any Restricted Subsidiary that are subject to transfer to a Person that is not the Borrower or a Restricted Subsidiary pursuant to the BrazilCo Separation Agreement.

Notwithstanding anything to the contrary, this definition of "Excluded Assets" shall not include any asset that the Borrower elects, in its sole discretion, to constitute Collateral, and any such asset shall automatically cease to be an Excluded Asset for all purposes of the Security Documents upon such election.

"Excluded Taxes": any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), branch profits, and franchise Taxes, in each case (i) imposed on any Recipient as a result of such Recipient being organized under the laws of, or having its principal office or applicable lending office located in, the jurisdiction of the Governmental Authority imposing such Tax (or any political subdivision thereof), or (ii) that are Other Connection Taxes; (b) Taxes imposed on any Recipient that are attributable to such Recipient's failure to comply with the requirements of clauses (f), (g) or (h) of Section 2.17; (c) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a Law in effect on the date on which (i) such Lender acquires such interest in such Commitment (or, to the extent such Lender did not fund an applicable Loan pursuant to a prior Commitment, on the date on which such Lender acquires interest in such Loan); provided that this clause (i) shall not apply to a Lender that became a Lender pursuant to an assignment request by the Borrower under Section 2.19, or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in such Loan or Commitment or to such Lender immediately before it changed its lending office and (d) Taxes that are imposed pursuant to FATCA.

"Existing Credit Agreement Lenders" as defined in the recitals.

"Existing Credit Agreement Participants" as defined in the recitals.

"Existing Credit Agreements": collectively:

(a) that certain Indenture, dated as of April 12, 2021, by and among the Borrower, as issuer, the subsidiary guarantors from time to time party thereto and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), in its capacity as trustee and as collateral agent relating to those certain 6.500% Senior Secured Notes due 2026,

(b) that certain Credit Agreement, dated as of April 15, 2021 (the "Existing Revolving Credit Agreement"), among the Borrower, as borrower, the subsidiary guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and MUFG Bank, Ltd. (as successor in interest to Morgan Stanley Senior Funding, Inc.), as administrative agent and as collateral agent,

(c) that certain Letter of Credit and Reimbursement Agreement, dated as of July 16, 2021 (the "Letter of Credit Agreement"), among the Borrower, as borrower, the subsidiary guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and Natixis, New York Branch, as administrative agent and as collateral agent (in such capacities, individually and collectively, the "LC Agent"),

(d) that certain Credit Agreement, dated as of October 30, 2023 (the "Existing Term Loan B Credit Agreement"), among the Borrower, as borrower, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and WTNA (as successor in interest to Morgan Stanley Senior Funding, Inc.), as administrative agent and as collateral agent,

(e) that certain Indenture, dated as of March 8, 2024, by and among the Borrower, as issuer, the subsidiary guarantors from time to time party thereto and U.S. Bank Trust Company, National Association, in its capacity as trustee and as collateral agent relating to those certain 8.750% Senior Secured Notes due 2029,

(f) that certain Credit Agreement, dated as of July 19, 2024, among the Borrower, as borrower, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and WTNA (as successor in interest to Morgan Stanley Senior Funding, Inc.), as administrative agent and as collateral agent,

(g) that certain Credit Agreement, dated as of November 22, 2024, among the Borrower, as borrower, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and Wilmington Savings Fund Society, FSB, as administrative agent and as collateral agent,

(h) that certain Credit Agreement, dated as of December 6, 2024, among the Borrower, as borrower, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and Wilmington Savings Fund Society, FSB, as administrative agent and as collateral agent,

(i) that certain Credit Agreement, dated as of November 22, 2024, among NFE Brazil Investments LLC, a Delaware limited liability company and a Subsidiary of the Borrower, as borrower, the lenders from time to time party thereto and Wilmington Savings Fund Society, FSB, as administrative agent and as collateral agent, and

(j) that certain Indenture, dated as of November 22, 2024, by and among NFE Financing LLC, a Delaware limited liability company and a Subsidiary of the Borrower, as issuer, the subsidiary guarantors from time to time party thereto and Wilmington Savings Fund Society, FSB, in its capacity as trustee and as collateral agent relating to those certain 12.000% Senior Secured Notes due 2029.

"Existing Term Loan Tranche": has the meaning provided in Section 2.21(a).

"Extended Term Loans": has the meaning provided in Section 2.21(a).

"Extending Term Lender": has the meaning provided in Section 2.21(b).

"Extension Amendment": has the meaning provided in Section 2.21(c).

"Extension Election": has the meaning provided in Section 2.21(b).

"Extension Request": has the meaning provided in Section 2.21(a).

"Facility": as context may require, (a) the Senior Term Loan Facility and/or (b) the Junior Term Loan Facility.

"Fair Market Value": with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as reasonably determined in good faith by the Borrower, which determination will be conclusive (unless otherwise provided in this Agreement).

"FATCA": Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code as of the date of this Agreement (or any amended or successor version described above), and any intergovernmental agreement (and any related fiscal or regulatory legislation, administrative rules or official practices implementing the foregoing).

"Federal Funds Effective Rate": for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate charged to a financial institution selected by the Required Lenders on such day on such transactions (and notified to the Administrative Agent).

"Federal Reserve Board": the Board of Governors of the Federal Reserve System.

"FEMA Make Whole": the funds received by the Borrower or any Subsidiary as an equitable adjustment related to the early termination of the Borrower's or any Subsidiary's contract to provide emergency power services to support Puerto Rico's grid stabilization project.

"Financing Lease": as applied to any Person, any obligation that is required to be accounted for as a financing or capital lease (and, for the avoidance of doubt, not a straight-line or operating lease) on both the balance sheet and income statement for financial reporting purposes in accordance with GAAP. At the time any determination thereof is to be made, the amount of the liability in respect of a financing or capital lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Fitch": Fitch Ratings or any of its successors or assigns that is a nationally recognized statistical rating organization within the meaning of Rule 3(a)(62) under the Exchange Act.

"FLNG1 Subsidiaries": (i) NFE FLNG 1 Issuer LLC, a Delaware limited liability company and the direct parent of each other FLNG1 Subsidiary, (ii) NFE Pioneer 1 LLC, a Delaware limited liability company, which owns the natural gas processing unit, (iii) NFE Pioneer 2 LLC, a Delaware limited liability company, which owns the natural gas liquefaction unit, (iv) NFE Pioneer 3 LLC, a Delaware limited liability company, which owns the staff accommodation and utilities infrastructure, and (v) any other Wholly-Owned Restricted Subsidiary of the Borrower that is a Guarantor and that has a direct ownership interest in the natural gas liquefaction assets that are owned by the FLNG1 Subsidiaries and collectively comprise the natural gas liquefaction facility referred to by the Borrower as "FLNG1".

"FLNG2 Assets": (i) all Equity Interests in FLNG2 Parent and its Subsidiaries, (ii) all assets owned by FLNG2 Parent and its Subsidiaries, and (iii) any other assets owned by the Borrower or any of its Subsidiaries that are used in, or relate to, the natural gas liquefaction facility referred to by the Borrower as "FLNG2" and related assets owned by FLNG2 Parent and its Subsidiaries.

"FLNG2 MIP": the cash incentive plan of the Borrower for the benefit of officers and other employees of the Borrower and its Subsidiaries that are involved in the development of the natural gas liquefaction facility referred to by the Borrower as "FLNG2," which provides for cash incentive compensation based on the proceeds of a sale of FLNG2 Assets and includes a participation pool determined by reference to such proceeds.

"Floor": the benchmark rate floor (which may be zero), if any, provided for in this Agreement with respect to Term SOFR or any Benchmark Replacement as determined for any Class of Loans. The Floor shall be (i) 1.00% per annum with respect to the Initial Term Loans (other than Capital Raise New CoreCo Junior Term Loans) and (ii) 2.00% per annum with respect to the Capital Raise New CoreCo Junior Term Loans.

"Foreign Disposition": as defined in Section 2.10(b)(vi).

"Foreign Employee Benefit Plan": any employee benefit plan as defined in Section 3(3) of ERISA which is maintained or contributed to for the benefit of the employees of the Borrower and its Subsidiaries, but which is not covered by ERISA pursuant to ERISA Section 4(b)(4).

"Foreign Lender": as defined in Section 2.17(g)(ii).

"Foreign Recovery Event": as defined in Section 2.10(b)(vi).

"Foreign Subsidiary": any Restricted Subsidiary that is not organized under the laws of the United States of America, any state thereof or the District of Columbia and any Restricted Subsidiary of such Foreign Subsidiary.

"Fronted Amounts": the aggregate amount of the Capital Raise New CoreCo Senior Term Loans and Capital Raise New CoreCo Junior Term Loans funded by the Fronting Lender pursuant to the Fronting Arrangement that have not been assigned to the applicable Fronting Assignee Lenders.

"Fronting Arrangement": refers to customary fronting arrangements as set forth in that certain Fronting Letter, dated as of the date hereof (the "Fronting Letter"), among the Assignee Lenders, the Fronting Lender and the Borrower, whereby the Fronting Lender will facilitate the provision of the Capital Raise Term Loans on behalf of the Capital Raise New CoreCo Senior Term Loan Lenders and the Capital Raise New CoreCo Junior Term Loan Lenders (that will include the Assignee Lenders and other Persons that have elected to hold Capital Raise Term Loans in accordance with the Restructuring Support Agreement) and subsequently assigning the Capital Raise Term Loans to the Assignee Lenders and such Persons as Fronting Assignee Lenders.

"Fronting Letter": as defined in the definition of Fronting Arrangement.

"Fronting Assignee Lenders": as defined in the definition of Lenders.

"Fronting Lender" means Barclays Bank PLC, in its capacity as fronting lender.

"Funding Notice": a notice substantially in the form of Exhibit D.

"GAAP": at the election of the Borrower, (i) the accounting standards and interpretations adopted by the International Accounting Standards Board, as in effect from time to time ("IFRS") if the Borrower's financial statements are at such time prepared in accordance with IFRS or (ii) generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, as in effect from time to time; provided that (a) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts referred to herein shall be made without giving effect to (x) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein and (y) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (b) any calculation or determination in this Agreement that requires the application of GAAP across multiple quarters need not be calculated or determined using the same accounting standard for each constituent quarter.

"Governmental Authority": any federal, state, provincial, municipal, national or other government, governmental department, commission, board, bureau, authority, court, central bank, agency, regulatory body or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government (including any supranational bodies such as the European Union or the European Central Bank).

"Granting Lender": as defined in Section 9.6(g).

"Guarantee": the guarantee by any Guarantor of the Obligations.

"Guarantor": each Subsidiary of the Borrower that executes this Agreement as a guarantor on the Closing Date and each other Subsidiary of the Borrower that thereafter guarantees the Obligations in accordance with the terms of this Agreement (but, in each case, excluding any Person released from its obligations hereunder pursuant to Section 9.20).

"Guarantor Junior Term Loan Obligations": all obligations and liabilities of each Guarantor solely with respect to the Borrower Junior Term Loan Obligations (including interest, fees and expenses after the filing of any petition in bankruptcy (or which, but for the filing of such petition, would be accruing), or the commencement of any insolvency, reorganization, examinership or like proceeding, relating to such Guarantor, whether or not a claim for post-filing or post-petition interests, fees or expenses is allowed or allowable in such proceeding) which arise under or in connection with this Agreement or any other Loan Document, in each case whether on account of principal, interest, guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

"Guarantor Obligations": collectively, the Guarantor Senior Term Loan Obligations and the Guarantor Junior Term Loan Obligations.

"Guarantor Senior Term Loan Obligations": all obligations and liabilities of each Guarantor solely with respect to the Borrower Senior Term Loan Obligations (including interest, fees and expenses after the filing of any petition in bankruptcy (or which, but for the filing of such petition, would be accruing), or the commencement of any insolvency, reorganization, examinership or like proceeding, relating to such Guarantor, whether or not a claim for post-filing or post-petition interests, fees or expenses is allowed or allowable in such proceeding) which arise under or in connection with this Agreement or any other Loan Document, in each case whether on account of principal, interest, guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

"Hazardous Materials": any material, substance, chemical, or waste (or combination thereof) that (a) is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law; or (b) can form the basis of any liability under any Environmental Law, including any Environmental Law relating to petroleum, petroleum products, asbestos, urea formaldehyde, radioactive materials, polychlorinated biphenyls and toxic mold.

"Hedge Agreement": (a) any agreement with respect to any Derivative Transaction between the Borrower, any Guarantor or any Restricted Subsidiary and any other Person, whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Hedging Obligations": the obligations of the Borrower, any Guarantor or any Restricted Subsidiary under any Hedge Agreement.

"IFRS": as defined in the definition of GAAP.

"Illegality Notice": as defined in Section 2.15(b).

"Immaterial Subsidiary": any Restricted Subsidiary that is not a Material Subsidiary.

"Immediate Family Member": with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), any trust, partnership or other bona fide estate planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual's estate (or an executor

or administrator acting on its behalf), heirs, legatees or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"Increased Cost Lender": as defined in Section 2.19.

"Incremental Amendment": as defined in Section 2.9(f).

"Incremental Cap": means an amount equal to $50.0 million.

"Incremental Facility Closing Date": as defined in Section 2.9(d).

"Incremental Lenders": as defined in Section 2.9(c).

"Incremental Term Commitments": as defined in Section 2.9(a).

"Incremental Term Loan": as defined in Section 2.9(b).

"Incremental Term Loan Funding Date": as defined in Section 2.5(f).

"Incremental Term Loan Request": as defined in Section 2.9(a).

"Indebtedness": as applied to any Person, without duplication:

(k) all indebtedness for borrowed money;

(l) all obligations with respect to Financing Leases;

(m) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(n) any obligation of such Person to pay the deferred purchase price of property or services (excluding any such obligations incurred under ERISA) to the extent such obligations are treated as indebtedness under GAAP;

(o) all Indebtedness of others that is secured by any Lien on any asset owned or held by such Person regardless of whether the Indebtedness secured thereby has been assumed by such Person or is non-recourse to the credit of such Person provided that the amount of Indebtedness of any Person for purposes of this clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby;

(p) letters of credit or bankers' acceptances issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings;

(q) the guarantee by such Person of the Indebtedness of another, other than by endorsement of negotiable instruments for collection in the ordinary course of business; provided that the amount of Indebtedness of any Person for purposes of this clause (g) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) in the case of Indebtedness that is non-recourse to the credit of the Borrower or a Restricted Subsidiary, the Fair Market Value of the property encumbered thereby;

(r) all obligations of such Person in respect of any Disqualified Stock; and

(s) all net obligations of such Person in respect of any Derivative Transaction, whether or not entered into for hedging or speculative purposes, other than those providing for the delivery of a commodity pursuant to forward contracts;

in each case, to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any third person (including any partnership in which such Person is a general partner and any unincorporated joint venture in which such Person is a joint venture) to the extent such Person would be liable therefor under applicable Requirements of Law or any agreement or instrument by virtue of such Person's ownership interest in such Person, except to the extent the terms of such Indebtedness provided that such Person is not liable therefor; provided that, notwithstanding anything herein to the contrary, the term "Indebtedness" shall not include, and shall be calculated without giving effect to, (x) the effects of Accounting Standards Codification Topic 815 or International Accounting Standard 39 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness under this Agreement but for the application of this proviso shall not be deemed an incurrence of Indebtedness under this Agreement) and (y) the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivative created by the terms of such Indebtedness (it being understood that any such amount that would have constituted Indebtedness under this Agreement but for the application of this sentence shall not be deemed to be an incurrence of Indebtedness under this Agreement).

For all purposes hereof, the Indebtedness of the Borrower and its Restricted Subsidiaries shall exclude (i) intercompany liabilities arising from cash management and accounting operations and intercompany loans, advances or Indebtedness among the Borrower and its Restricted Subsidiaries having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) any amounts payable or other liabilities to trade creditors (including undrawn letters of credit) arising in the ordinary course of business, consistent with past practice or consistent with industry norm, including any deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller, (iv) any obligations attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto (including any accrued interest), (v) Indebtedness appearing on the balance sheet of the Borrower solely by reason of pushdown accounting under GAAP, (vi) accrued expenses and royalties, (vii) asset retirement obligations and obligations in respect of performance bonds, reclamation and workers' compensation claims, retirement, post-employment or termination obligations (including pensions and retiree medical care), pension fund obligations or contributions or similar claims, or social security or wage taxes or contributions, (viii) accrued expenses or current trade or other ordinary course payables or liabilities incurred in the ordinary course of business, consistent with past practice or consistent with industry norm (including on an intercompany basis), and obligations resulting from take-or-pay contracts entered into in the ordinary course of business, consistent with past practice or consistent with industry norm, and other liabilities associated with customer prepayments and deposits, (ix) liabilities associated with customer prepayments and deposits and other accrued obligations (including transfer pricing), in each case incurred in the ordinary course of business, consistent with past practice or consistent with industry norm, (x) Non-Financing Lease Obligations or other obligations under or in respect of straight line leases or operating leases (except to the extent resulting in a Financing Lease), any leases or rentals of equipment related to exploration, production and commercialization activities, including without limitation, leases or rentals of or related to drilling rigs, pipelines, supply boats and LNG carriers, FPSO (floating production storage and offloading) facilities, WHPs (wellhead platforms), TLWPs (tension leg wellhead platforms) and any other equipment or other assets, provided that such leases or rentals do not include a bargain purchase option, (xi) customary obligations under employment agreements and deferred compensation arrangements, (xii) Contingent Obligations, (xiii) obligations under any license, permit or other approval (or guarantees given in respect of such obligations) incurred prior to the Closing Date or in the ordinary course of business, consistent with past practice or consistent with industry norm, (xiv) any liability for taxes and (xv) any land and port concessions.

"Indemnified Liabilities": as defined in Section 9.5(a).

"Indemnified Taxes": (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee": as defined in Section 9.5(a).

"Information": as defined in Section 9.14.

"Initial Term Loans": the term loans made or deemed made by the Lenders (including the Fronting Lender, if applicable) to the Borrower on the Closing Date pursuant to Section 2.1(a).

"Insolvency": with respect to any Multiemployer Plan, the condition that such "plan" is insolvent within the meaning of Section 4245 of ERISA.

"Intercreditor Agreement": that certain intercreditor agreement, dated as of the Closing Date, by and among, Natixis, New York Branch, as Super Priority Lien Collateral Agent, the Collateral Agent, as Senior Lien Collateral Agent, Natixis, New York Branch, as Initial Common Representative, and Natixis New York Branch, as Controlling Authorized Representative (each term as defined therein), and acknowledged and consented to by each Loan Party.

"Interest Payment Date": with respect to (a) any Loan that is a Base Rate Loan, the last Business Day of March, June, September and December of each year, commencing on the first such date to occur after the Closing Date, and the final Maturity Date of such Loan; and (b) any Loan that is a SOFR Loan, the last day of each Interest Period applicable to such Loan and the final maturity of such Loan; provided that, in the case of each Interest Period of longer than three months, "Interest Payment Date" shall also include each date that is three months, or an integral multiple thereof, after the commencement of such Interest Period.

"Interest Period": in connection with a SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability of the Term SOFR applicable to the relevant Loan), as selected by the Borrower in the applicable Funding Notice or Conversion/Continuation Notice, (a) initially, commencing on the Closing Date or Conversion/Continuation Date thereof, as the case may be; and (b) thereafter, commencing on the day on which the immediately preceding Interest Period expires; provided, (i) if an Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day unless no further Business Day occurs in such month, in which case such Interest Period shall expire on the immediately preceding Business Day; (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (iii) of this definition, end on the last Business Day of a calendar month; (iii) no Interest Period with respect to any portion of Loans shall extend beyond the Maturity Date and (iv) no tenor that has been removed from this definition pursuant to Section 2.12(d) shall be available for specification in such Funding Notice or Conversion/Continuation Notice.

"Investment": (a) any purchase or other acquisition by the Borrower or any of its Restricted Subsidiaries of any of the securities of any other Person (other than the Borrower or any Guarantor), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of (i) all or substantially all the business, property or fixed assets of any other Person or any division or line of business or other business unit of any other Person or (ii) any Material Assets of any other Person other than (A) Material Assets that are or become owned by, or are acquired by, Loan Parties or (B) Material Assets that are or become owned by, or are acquired by, the Borrower or any Subsidiary and such Material Assets relate to the matters disclosed in the Business Plan and (c) any loan, advance or capital contribution (other than accounts receivable, trade credit, advances to customers, intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) or any advance to any current or former employee, officer, director, member of management, manager, member, partner, consultant or independent contractor of the Borrower or any Restricted Subsidiary for moving, entertainment and travel expenses, drawing accounts and similar expenditures, in each case in the ordinary course of business, consistent with practice or consistent with industry norm of the Borrower and/or its Subsidiaries) by the Borrower or any of its Restricted Subsidiaries to any other Person.

The amount of any Investment outstanding at any time shall be the original cost of such Investment (determined, in the case of an Investment made with assets of the Borrower or any Restricted Subsidiary, based on the net book value of the assets invested), minus any payments actually received by such investor representing a Return in respect of such Investment, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment.

If the Borrower or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Borrower or any Restricted Subsidiary in such Person remaining after giving effect thereto shall not be deemed to be an Investment at such time.

"Investment Grade Assets": (a) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents), (b) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Subsidiaries, (c) investments in any fund that invests at least 90.0% of its assets in investments of the type described in the foregoing clauses (a) and (b) which fund may also hold immaterial amounts of cash pending investment or distribution and (d) corresponding instruments utilized by any Foreign Subsidiary and customarily used by companies in the jurisdiction of such Foreign Subsidiary for high quality investments.

"Investment Grade Rating": a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P or Fitch or the equivalent investment grade credit rating from any other nationally recognized rating agency.

"IP Rights": a license or right to use all rights in Designs, patents, trademarks, domain names, copyrights, software, Trade Secrets and all other intellectual property rights.

"IRS": the U.S. Internal Revenue Service.

"Joinder Agreement": a Joinder Agreement, substantially in the form of Exhibit B, duly executed by a Subsidiary made a party hereto pursuant to Section 5.10(a).

"Judgment Currency": as defined in Section 9.17(b).

"Junior Term Loan Facility": the extensions of credit to the Borrower and the payment of the Backstop Premium, in each case, in the form of Capital Raise New CoreCo Junior Term Loans.

"Junior Term Loan Obligations": collectively, the Borrower Junior Term Loan Obligations and the Guarantor Junior Term Loan Obligations.

"Latest Maturity Date": at any date of determination and with respect to the specified Loans or Commitments (or in the absence of any such specification, all outstanding Loans and Commitments hereunder), the latest Maturity Date applicable to any such Loans or Commitments hereunder at such time, including the latest maturity date of any Extended Term Loan or any Incremental Term Loans, in each case as extended in accordance with this Agreement from time to time.

"Law": all international, foreign, Federal, state and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, licenses, authorizations and permits of, any Governmental Authority.

"LCA Election": as defined in Section 1.6(a).

"LCA Test Date": as defined in Section 1.6(a).

"Lenders": the Persons listed on Schedule 1.1A and thereafter any other Person that shall have become a party hereto (including the Existing Credit Agreement Lenders and the Existing Credit Agreement Participants, as applicable, that become party to this Agreement, and Persons that become Capital Raise New CoreCo Senior Term Loan Lenders or Capital Raise New CoreCo Junior Term Loan Lenders, as applicable, pursuant to the Fronting Arrangement (such Persons, the "Fronting Assignee Lenders")) pursuant to an Assignment and Acceptance, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Acceptance; provided, however, that Section 9.5 shall continue to apply to each such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance as if such Person is a "Lender"; provided, further, however, that for purposes of (i) the definition of "Required Lenders" and "Super Majority Lenders" and (ii) the Lender indemnity set forth in Section 9.5(c), to the extent that Kroll Issuer Services Limited ("Kroll") is a Lender, Kroll's holdings as a Lender shall be disregarded from both the numerator and the denominator in determining Required Lenders, Super Majority Lenders or any Lender's Pro Rata Share.

"Lien": any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Financing Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; provided that in no event shall a Non-Financing Lease Obligation be deemed to constitute a Lien.

"Limited Condition Asset Sale": any (i) Disposition or (ii) sale of Equity Interests of any Restricted Subsidiary (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 6.3), whether in a single transaction or a series of related transactions and whether effected pursuant to a Division or otherwise, in each case, not prohibited by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third party financing.

"LNG": natural gas in its liquid state at or below its boiling point at or near atmospheric pressure.

"Loan Documents": (i) this Agreement, the Security Documents and the Loan Notes, and (ii) solely for purposes of the rights, protections, obligations, duties, immunities and indemnities of the Agents, the Intercreditor Agreement, the Agent Fee Letter and each Funding Notice.

"Loan Note": a promissory note substantially in the form of Exhibit G.

"Loan Parties": the collective reference to the Borrower and each Guarantor.

"Loans": the extensions of credit made (or deemed made) by the Lenders to the Borrower hereunder in the form of Term Loans, including the Senior Term Loans and the Capital Raise New CoreCo Junior Term Loans.

"Management Investors": the current, former or future officers, directors, managers and employees (and any Immediate Family Members of the foregoing) of the Borrower or any of its Subsidiaries who are or who become direct or indirect investors in the Borrower.

"Material Adverse Effect": any circumstances or conditions that would have a material adverse effect on (a) the ability of the Borrower to perform its payment obligations under this Agreement or any other Loan Document, (b) the rights or remedies of the Secured Parties under this Agreement or any other Loan Document or (c) the business, assets, properties, liabilities or financial condition of the Loan Parties, taken as a whole.

"Material Assets": any assets with a value individually or in the aggregate greater than or equal to $25.0 million.

"Material Indebtedness": (a) Indebtedness incurred under the Letter of Credit Agreement and (b) any other Indebtedness (other than the Obligations) for borrowed money or other obligations evidenced by any indenture, debenture, notes or similar instrument to the extent constituting Indebtedness, of any

one or more of the Borrower or the Restricted Subsidiaries in an aggregate outstanding principal amount exceeding $50.0 million.

"Material Intellectual Property": any Intellectual Property owned by the Borrower or any Restricted Subsidiary that is material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole.

"Material Real Estate Asset": any "fee-owned" real estate asset owned by a Loan Party on the Closing Date, acquired by a Loan Party after the Closing Date or owned by any Person at the time such Person becomes a Loan Party, in each case, having a Fair Market Value in excess of $25.0 million as of the date of acquisition thereof (or the date of substantial completion of any material improvement thereon or new construction thereof) or if the owning entity becomes a Loan Party after the Closing Date, as of the date such Person becomes a Loan Party.

"Material Subsidiary": as of any date of determination, any Restricted Subsidiary of the Borrower the assets of which (on a standalone basis, when combined with the assets of such Restricted Subsidiary's Subsidiaries attributable to such Restricted Subsidiary's economic interest therein, after intercompany eliminations) exceed 2.5% of Consolidated Total Assets of the Borrower as of the last day of the Test Period then most recently ended on or prior to such date of determination; provided that if, at any time and from time to time after the Closing Date, Restricted Subsidiaries that are Immaterial Subsidiaries have, in the aggregate, Consolidated Total Assets (on a standalone basis, when combined with the assets of such Restricted Subsidiary's Subsidiaries attributable to such Restricted Subsidiary's economic interest therein, after intercompany eliminations) at the last day of such Test Period equal to or greater than 5.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date, determined in accordance with GAAP, then the Borrower shall, on the date on which financial statements for such quarter are delivered pursuant to this Agreement, designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as "Material Subsidiaries."

"Maturity Date": (i) with respect to the Initial Term Loans and Incremental Term Loans, the fifth anniversary of the Closing Date and (ii) with respect to any Class of Extended Term Loans, the final maturity date as specified in the Extension Request applicable to such Class; provided that if such date is not a Business Day, then the applicable Maturity Date shall be the immediately preceding Business Day.

"Maximum Rate": as defined in Section 9.25.

"Moody's": Moody's Investors Service, Inc. or any of its successors or assigns that is a nationally recognized statistical rating organization within the meaning of Rule 3(a)(62) under the Exchange Act.

"Mortgage": any mortgage, deed of trust or other similar agreement made by a Loan Party in favor of the Collateral Agent or any common representative under the Intercreditor Agreement, for the benefit of the Secured Parties, on any Material Real Estate Asset constituting Collateral, which shall be in form reasonably satisfactory to the Collateral Agent, the Required Lenders and the Borrower; provided that, unless the Required Lenders object in writing to a Mortgage within ten (10) Business Days following the date such Mortgage is posted on a Platform, (a) such Mortgage shall be deemed acceptable to the Required Lenders and (b) the Required Lenders shall be deemed to have directed the Collateral Agent (including in any other capacity party to such Mortgage) to execute and deliver such Mortgage; provided, further, that, any deadline under any Loan Document requiring the delivery of such Mortgage shall be deemed satisfied upon such posting to a Platform and to the extent the Required Lenders have timely objected to such Mortgage in accordance with the foregoing such deadline shall automatically be extended until the applicable Loan Party addresses such objection (using commercially reasonable efforts).

"Multiemployer Plan": a plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA with respect to which the Borrower or any Commonly Controlled Entity has an obligation to make contributions or has any actual or contingent liability.

"Net Proceeds":

(t) 100% of the cash proceeds and Cash Equivalents actually received by the Borrower or any of its Restricted Subsidiaries (including any cash payments or Cash Equivalents received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise and including casualty insurance settlements (excluding any settlement received in connection with a business interruption insurance policy) and condemnation awards, but in each case only as and when received) from any Asset Sale or Recovery Event, net of:

(i) attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer Taxes, deed or mortgage recording Taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, including, without limitation, amounts required to be paid pursuant to the FLNG2 MIP and/or in respect of permitted management services in connection with an Asset Sale or Recovery Event of FLNG2 Assets,

(ii) the (A) principal amount of any Indebtedness that is secured by a Lien (other than Indebtedness under the Loan Documents and other than Indebtedness secured by Liens that rank pari passu with or are subordinated to the Liens securing the Obligations) on the asset subject to such Asset Sale or Recovery Event or (B) solely in the case of any Disposition or Recovery Event in respect of the FLNG2 Assets, the liquidation preference of any preferred Equity Interests of FLNG2 Parent or its Subsidiaries, and, in each case, that is required to be repaid solely as a result of such Asset Sale or Recovery Event, solely to the extent so repaid, together with any applicable premium, penalty, interest and breakage costs,

(iii) in the case of any Asset Sale, or Recovery Event by a non-Wholly Owned Restricted Subsidiary, the pro rata portion of the Net Proceeds thereof (calculated without regard to this clause (iii)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Wholly-Owned Restricted Subsidiary of the Borrower as a result thereof,

(iv) Taxes paid or reasonably estimated to be payable by the Borrower or any of its Restricted Subsidiaries or beneficial owners, directly or indirectly, as a result thereof, and

(v) the amount of any reasonable reserve required to be established in accordance with GAAP against any adjustment to the sale price or any liabilities (x) related to any of the applicable assets and (y) retained by the Borrower or any of its Restricted Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (provided, however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Proceeds of such Asset Sale or Recovery Event occurring on the date of such reduction); and

(u) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any of its Restricted Subsidiaries of any Indebtedness, net of all Taxes paid or reasonably estimated to be payable by the Borrower or any of its Restricted Subsidiaries or any beneficial owner, directly or indirectly, as a result thereof and fees (including investment banking fees, underwriting fees and discounts), commissions, costs and other expenses, in each case incurred by the Borrower or any of its Restricted Subsidiaries in connection with such issuance or sale.

"Net Short Lender": as defined in Section 9.26(a).

"Non-Consenting Lender": as defined in Section 2.19.

"Non-Defaulting Lender": at any time, any Lender that is not a Defaulting Lender at such time.

"Non-Financing Lease Obligation": a lease obligation that is not required to be accounted for as a financing or capital lease on both the balance sheet and the income statement for financial reporting purposes in accordance with GAAP. For the avoidance of doubt, a straight line or operating lease shall be considered a Non-Financing Lease Obligation.

"Non-Public Information": material non-public information (within the meaning of United States federal, state or other applicable securities laws) with respect to the Borrower and its Subsidiaries or their securities.

"Notice": a Funding Notice or a Conversion/Continuation Notice.

"Obligations": the collective reference to (a) the Borrower Obligations and (b) the Guarantor Obligations.

"Officer's Certificate": a certificate signed on behalf of the Borrower by a Responsible Officer of the Borrower or on behalf of any other Person, as the case may be, that meets the requirements set forth in this Agreement.

"OID": original issue discount.

"Organizational Documents": with respect to any Person, (i) in the case of any corporation, the certificate of incorporation and bylaws (or similar documents) of such Person, (ii) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such Person, (iii) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person, (iv) in the case of any general partnership, the partnership agreement (or similar document) of such Person, (v) in the case of any trust, the declaration of trust and trust agreement (or similar document) of such Person and (vi) in any other case, the functional equivalent of the foregoing.

"Other Connection Taxes": with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes": any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (and any interest, additions to Tax or penalties applicable thereto), except any such Taxes that are Other Connection Taxes imposed as a result of an assignment by a Recipient (other than an assignment made pursuant to Section 2.19).

"Outstanding Amount": with respect to any Lender at any time, the outstanding principal amount of such Lender's Loans (including any capitalized PIK Interest).

"Participant": as defined in Section 9.6(b).

"Participant Register": as defined in Section 9.6(b).

"PATRIOT Act": the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Direction Letter": if applicable, the Flow of Funds Direction Letter, dated as of the Closing Date, from the Borrower to the Administrative Agent.

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Pension Plan": a "pension plan," as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a Multiemployer Plan), and to which the Borrower may have liability, including any liability by reason of the Borrower's (a) being jointly and severally liable for liabilities of any Commonly Controlled Entity in connection with such Pension Plan, (b) having been a

substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or (c) being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Permit": any permit, license, approval, consent, order, right, certificate, judgment, writ, injunction, award, determination, direction, decree, registration, notification, authorization, franchise, privilege, grant, waiver, exemption and other similar concession or bylaw, rule or regulation of, by or from any Governmental Authority.

"Permitted Holders": as set forth in Appendix B.

"Permitted Investments":

(v) cash or Investments that were Cash Equivalents or Investment Grade Assets at the time made;

(w) (i) Investments existing on the Closing Date in any Restricted Subsidiary or (ii) Investments made after the Closing Date in one or more Restricted Subsidiaries (including, in each case, guarantees of obligations of Restricted Subsidiaries);

(x) Investments (i) constituting deposits, prepayments, trade credit (including the creation of receivables) and/or other credits to suppliers or lessors, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and/or (iii) in the form of advances made to distributors, suppliers, lessors, licensors and licensees, in each case, in the ordinary course of business, consistent with past practice or consistent with industry norm or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Borrower or any Restricted Subsidiary;

(y) [reserved];

(z) any Investment by the Borrower or any of its Restricted Subsidiaries of all or substantially all of the assets of, or any business line, unit, division or product line (including research and development and related assets in respect of any product):

(i) in any Person or the Equity Interests of any Person who is engaged in a Similar Business and becomes a Restricted Subsidiary (and, in any event, including by redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or by means of a Division); or

(ii) if as a result of such Investment, such Person, in one transaction or a series of related transactions, is merged, amalgamated or consolidated with or into, or transfers or conveys substantially all of its assets (or such division, business unit, product line or line of business) to, or is liquidated into, the Borrower or a Restricted Subsidiary, and, in each case, any Investment held by such Person; provided that such Investment was not acquired by such Person in contemplation of such acquisition, merger, amalgamation, Division, consolidation, transfer, conveyance or redesignation;

(aa) (i) Investments existing on, or contractually committed to or contemplated as of, the Closing Date and as set forth on Schedule 6.1 and (ii) any modification, replacement, renewal or extension of any Investment described in clause (i) above so long as no such modification, replacement, renewal or extension increases the amount of such Investment except by the terms thereof in effect on the Closing Date (including as a result of the accrual or accretion of interest or OID or the issuance of pay in kind securities) or as otherwise not prohibited by this Agreement;

(ab) Investments (including earn-outs) received in lieu of cash in connection with an Asset Sale made pursuant to the provisions of Section 6.4 or any other disposition of assets not constituting an Asset Sale;

(ac) [reserved];

(ad) Investments (i) made in the ordinary course of business, consistent with past practice or consistent with industry norm in connection with obtaining, maintaining or renewing client contacts and loans or advances made to distributors in the ordinary course of business, consistent with past practice or consistent with industry norm or (ii) consisting of extensions of credit in the nature of accounts receivable, performance guarantees or Contingent Obligations or notes receivable arising from the grant of trade credit in the ordinary course of business, consistent with past practice or consistent with industry norm;

(ae) Investments consisting of (or resulting from) (i) Indebtedness otherwise permitted under Section 6.3, (ii) Permitted Liens, (iii) Restricted Payments otherwise permitted under Section 6.1 (other than a Restricted Payment permitted under Section 6.1(b)(ix)) and (iv) Asset Sales otherwise permitted under Section 6.4 or any other disposition not constituting an Asset Sale (other than pursuant to clause (a), (b), (c)(ii) (if made in reliance on clause (b) therein) and (g) of the definition thereof);

(af) Investments in the ordinary course of business, consistent with past practice or consistent with industry norm consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(ag) Investments (including debt obligations and Equity Interests) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other account debtors arising in the ordinary course of business, consistent with past practice or consistent with industry norm, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(ah) loans and advances of payroll payments or other compensation (including deferred compensation) to present or former employees, directors, members of management, officers, managers, members, partners, independent contractors or consultants of the Borrower and/or any Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm;

(ai) [reserved];

(aj) [reserved];

(ak) [reserved];

(al) Investments made after the Closing Date by the Borrower and/or any of its Restricted Subsidiaries when no Event of Default shall have occurred and be continuing or would occur as a consequence thereof in an aggregate amount (with respect to each such Investment, as valued at the Fair Market Value of such Investment at the time such Investment is made or, at the option of the Borrower, committed to be made) then outstanding under this clause (q) not to exceed $25.0 million;

(am) [reserved];

(an) to the extent constituting Investments, (i) guarantees of leases (other than Financing Leases) or of other obligations not constituting Indebtedness of the Borrower and/or its Restricted Subsidiaries and (ii) guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Borrower and/or its Restricted Subsidiaries, in each case, in the ordinary course of business, consistent with past practice or consistent with industry norm;

(ao) to the extent constituting an Investment, Investments in FLNG2 Parent and BlockerCo consisting of obligations of FLNG2 Parent or BlockerCo, as applicable, in respect of management services, the performance of obligations, the provision of management services and the

payment of costs and expenses provided to FLNG2 Parent or BlockerCo, as applicable, pursuant to the CoreCo-BlockerCo & FLNG2 Management Agreement;

(ap) to the extent constituting an Investment, Investments consisting of obligations in respect of transition services, the performance of obligations and the provision of transition services pursuant to the CoreCo-BrazilCo Transition Services Agreement;

(aq) to the extent constituting an Investment, Investments made pursuant to the BrazilCo Separation Agreement;

(ar) any Derivative Transactions of the type permitted under Section 6.3(b)(xix);

(as) Investments consisting of the licensing of intellectual property or other works of authorship for the purpose of joint marketing arrangements with other Persons;

(at) [reserved];

(au) (i) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that the same are permitted to remain unfunded under applicable Requirements of Law and (ii) Investments of assets relating to any non-qualified deferred payment plan or similar employee compensation plan in the ordinary course of business, consistent with past practice or consistent with industry norm;

(av) Investments in the Borrower, any Restricted Subsidiary and/or any joint venture in connection with intercompany cash management arrangements and related activities and/or customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements, in each case, entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(aw) [reserved];

(ax) [reserved];

(ay) to the extent constituting an Investment, Investments consisting of the acquisition (including pursuant to the exercise of any option) of any equipment or other assets subject to the Turbines Sale-Leaseback Transaction Documents or otherwise set forth on Appendix A;

(az) [reserved];

(ba) contributions to a "rabbi" trust for the benefit of employees, directors, consultants, independent contractors or other service providers or other grantor trust (or any Immediate Family Member of the foregoing) subject to claims of creditors in the case of a bankruptcy of the Borrower or any Restricted Subsidiary;

(bb) to the extent that they constitute Investments, purchases, acquisitions, licenses or leases of inventory, supplies, materials or equipment or purchases, acquisitions, licenses or leases of other assets, intellectual property, or other rights or the contribution of IP Rights pursuant to joint marketing arrangements, in each case in the ordinary course of business, consistent with past practice or consistent with industry norm;

(bc) intercompany current liabilities owed to Unrestricted Subsidiaries or joint ventures incurred in the ordinary course of business, consistent with past practice or consistent with industry norm in connection with cash management operations of the Borrower and its Subsidiaries;

(bd) Investments made from casualty insurance proceeds in connection with the replacement, substitution, restoration or repair of assets on account of a casualty event;

(be) Investments to the extent required by applicable rules under the Exchange Act or by any governmental authority, including any Investment made in order to avoid early warning or notice requirements under such rules or requirements;

(bf) [reserved]; and

(bg) any transaction to the extent it constitutes an Investment that is not prohibited by and is made in accordance with the provisions of Section 6.5 (except transactions permitted by Section 6.5(b)(iv) by reference to Section 6.1 or this definition and Section 6.5(b)(xv) and (xix)).

"Permitted Liens":

(bh) (i) Liens securing Indebtedness incurred under any Loan Document (including any Incremental Amendment) and (ii) Liens securing the Indebtedness incurred under the Letter of Credit Agreement, in the case of this clause (ii), subject to the Intercreditor Agreement;

(bi) Liens for taxes, assessments or other governmental charges (i) which are not overdue for a period of more than 60 days or not yet payable or subject to penalties for nonpayment, (ii) which are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of the Borrower or any of its Restricted Subsidiaries in accordance with GAAP, or (iii) which are on property that the Borrower or any of its Restricted Subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy or claim is to such property;

(bj) Liens (and rights of setoff) of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens (including, without limitation, any maritime liens, whether or not statutory, that are recognized or given effect to as such by the law of any applicable jurisdiction) imposed by applicable Requirements of Law, in each case incurred in the ordinary course of business, consistent with past practice or consistent with industry norm (i) for amounts not yet overdue by more than 60 days, (ii) for amounts that are overdue by more than 60 days or that are unfiled and no other action has been taken to enforce such Liens or those that are being contested in good faith by appropriate proceedings, so long as any reserves or other appropriate provisions required by GAAP have been made for any such contested amounts or (iii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect;

(bk) Liens incurred or deposits made in the ordinary course of business, consistent with past practice or consistent with industry norm (i) in connection with workers' compensation, pension, unemployment insurance, employers' health tax and other types of social security or similar laws and regulations or other insurance related obligations (including in respect of deductibles, self-insured retention amounts and premiums and adjustments thereto), (ii) to secure the performance of tenders, statutory obligations, surety, stay, customs, appeal, performance and/or completion bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (including those to secure health, safety and environmental obligations but exclusive of obligations for the payment of borrowed money), (iii) securing or in connection with (x) any liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) insurance carriers providing property, casualty, liability or other insurance (including self-insurance) to the Borrower or its Subsidiaries or otherwise supporting the payment of items set forth in the foregoing clause (i) or (y) leases or licenses of property otherwise not prohibited by this Agreement and use and occupancy agreements, utility services and similar transactions entered into in the ordinary course of business, consistent with past practice or consistent with industry norm and (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(bl) Liens consisting of survey exceptions, easements, rights-of-way, restrictions, encroachments, and other similar encumbrances or minor defects or irregularities in title, in each case that would not reasonably be expected to result in a Material Adverse Effect;

(bm) Liens consisting of any (i) interest or title of a lessor or sublessor under any lease of real estate entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) landlord lien not prohibited by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sublessor may be subject or (iv) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(bn) Liens solely on any cash advance, earnest money or escrow deposits made by the Borrower and/or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment or disposition not prohibited under this Agreement;

(bo) Liens or purported Liens evidenced by the filing of UCC financing statements, including precautionary UCC financing statements, or any similar filings made in respect of (i) Non-Financing Lease Obligations or consignment or bailee arrangements entered into by the Borrower or any of its Restricted Subsidiaries and/or (ii) the sale of accounts receivable in the ordinary course of business, consistent with past practice or consistent with industry norm (to the extent otherwise permitted herein) for which a UCC financing statement is required;

(bp) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(bq) Liens in connection with any zoning, building, land use or similar Requirements of Law or right reserved to or vested in any governmental authority by any statutory provision or by the terms of any lease, license, franchise, grant or permit of the Borrower or any of its Restricted Subsidiaries to (i) control or regulate the use of any or dimensions of real property or the structure thereon that would not reasonably be expected to have a material adverse effect on the business, results of operations or financial condition of the Borrower and its Restricted Subsidiaries, taken as a whole, including Liens in connection with any condemnation or eminent domain proceeding or compulsory purchase order or (ii) terminate any such lease, license, franchise, grant or permit or to require annual or other payments as a condition to the continuation thereof;

(br) Liens securing Refinancing Indebtedness permitted pursuant to Section 6.3(b)(xvii) (solely with respect to the permitted refinancing of (x) Indebtedness permitted pursuant to Sections 6.3(b)(i), (ii), (x), (xi), (xiv), (xv), (xvii), (xviii), (xxi), (xxii), (xxiii), (xxiv), (xxv), (xxvi), (xxxvi), (xxxviii), (xli) or (xlii), or (y) Indebtedness that is secured in reliance on clause (u) below (without duplication of any amount outstanding thereunder)); provided that (i) no such Lien extends to any property or asset of the Borrower or any Restricted Subsidiary that did not secure the Indebtedness being refinanced, other than (A) after-acquired property that is affixed to or incorporated into the property covered by such Lien, (B) in the case of any property or assets financed by Indebtedness, Disqualified Stock or Preferred Stock or subject to a Lien securing Indebtedness, in each case, not prohibited by Section 6.3, the terms of which Indebtedness, Disqualified Stock or Preferred Stock require or include a pledge of after-acquired property to secure such Indebtedness and related obligations, any such after-acquired property and (C) the proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.3(b)(xiv) or (xv) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its Affiliates) and (ii) such Liens shall not secure Indebtedness having a priority in right of payment or Lien priority that is senior to the Indebtedness being refinanced;

(bs) Liens existing on the Closing Date set forth on Schedule 6.6 and any modification, replacement, refinancing, renewal or extension thereof; provided that (i) no such Lien extends to any property or asset of the Borrower or any Restricted Subsidiary that was not subject to the original Lien, other than (A) after-acquired property that is affixed to or incorporated into the property covered by such Lien, (B) in the case of any property or assets financed by Indebtedness or subject to a Lien securing Indebtedness, in either case permitted under Section 6.3, the terms of which Indebtedness require or include a pledge of after-acquired property to secure such Indebtedness and related obligations, any such after-acquired property and (C) the proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.3(b)(xiv) or (xv) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its Affiliates) and (ii) any such modification, replacement, refinancing,

renewal or extension of the obligations secured or benefited by such Liens, if the same constitute Indebtedness, is not prohibited by Section 6.3;

(bt) Liens securing Indebtedness permitted pursuant to Section 6.3(b)(xiv) (including with respect to Financing Leases and purchase money Indebtedness) of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the acquisition, construction, lease, expansion, development, design, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement of property (real or personal), equipment or any other asset (through the direct purchase of property, equipment or other assets but excluding any acquisition of Equity Interests of any Person owning such property, equipment or other assets) in the ordinary course of business, consistent with past practice or consistent with industry norm, used to purchase assets that are used directly or indirectly to produce, transport or deliver liquefied natural gas or power to customers (including tugs, iso containers, turbines, regasification equipment, ancillary equipment useful to ensure the proper functioning of this equipment) and is prior to, at the time of or within 270 days after the completion of such acquisition, construction, lease, expansion, development, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement; provided that, the aggregate principal amount of such Indebtedness secured by Liens permitted pursuant to this clause (m) shall not exceed an amount equal to $100.0 million;

(bu) Liens securing Indebtedness permitted pursuant to Section 6.3(b)(xviii) or (xxi);

(bv) Liens securing Indebtedness with respect to Financing Leases and obligations in respect of charters or similar arrangements of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the chartering, leasing or acquisition of maritime vessels used to produce, transport, store, regasify or deliver liquefied natural gas, LNG cargoes or power to customers, in any case, in a Specified Jurisdiction, in each case in the ordinary course of business, consistent with past practice or consistent with industry norm, and incurred prior to, at the time of or within 270 days after the completion of such chartering, leasing or acquisition; provided that such Liens may only extend or cover the maritime vessels which are financed thereby plus (x) any replacements, additions and accessions thereto, any improvements thereon and customary security deposits in respect thereof and (y) in the case of multiple financings provided by any lender or its Affiliates, other assets financed by such lender or its Affiliates, provided further that the aggregate principal amount of Indebtedness secured by such Liens permitted pursuant to this clause (o) shall not exceed $150.0 million;

(bw) (i) Liens that are contractual rights of setoff or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business, consistent with past practice or consistent with industry norm of the Borrower or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) Liens encumbering reasonable customary initial deposits and margin deposits, (iii) bankers Liens and rights and remedies as to Deposit Accounts, (iv) Liens on the proceeds of any Indebtedness in favor of the holders of such Indebtedness incurred in connection with any transaction permitted under this Agreement, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction and (v) Liens consisting of an agreement to dispose of any property in a disposition permitted under Section 6.4, in each case, solely to the extent such Investment or disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(bx) Liens on assets of Restricted Subsidiaries that are not Guarantors (including Equity Interests owned by such Persons);

(by) (i) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business, consistent with past practice or consistent with industry norm of

the Borrower and/or its Restricted Subsidiaries and (ii) Liens not securing Indebtedness for borrowed money that are granted in the ordinary course of business, consistent with past practice or consistent with industry norm and customary in the operation of the business of the Borrower and its Restricted Subsidiaries;

(bz) Liens securing obligations under the Turbine and Intermediation Facility and any other Liens on assets listed on Appendix A hereto;

(ca) [reserved];

(cb) Liens on assets otherwise permitted by the Loan Documents; provided that (i) the aggregate amount of Indebtedness or other obligations then outstanding and secured thereby shall not exceed an amount equal to $25.0 million in the aggregate pursuant to this clause (u) and (ii) to the extent such Liens secure Indebtedness, such Indebtedness is permitted under Section 6.3(b)(xxi);

(cc) (i) Liens on assets securing, or otherwise arising from, judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation not constituting an Event of Default under Section 7.1(a)(6) and (ii) any pledge and/or deposit securing any settlement of litigation;

(cd) (i) leases (including ground leases and leases of vehicles, tankers and ISO containers), licenses, subleases or sublicenses granted to others in the ordinary course of business, consistent with past practice or consistent with industry norm (and other agreements pursuant to which the Borrower or any Restricted Subsidiary has granted rights to end users to access and use the Borrower's or any Restricted Subsidiary's products, technologies or services), or which would not reasonably be expected to result in a Material Adverse Effect, and (ii) ground leases, subleases, licenses or sublicenses in respect of real property on which facilities owned or leased by the Borrower or any of its Restricted Subsidiaries are located;

(ce) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments or any Investment permitted under Section 6.1 arising out of such repurchase transactions and reasonable customary initial deposits and margin deposits and similar Liens attaching to pooling, commodity trading accounts or other brokerage accounts maintained in the ordinary course of business, consistent with past practice or consistent with industry norm and not for speculative purposes;

(cf) Liens securing obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments, in each case, permitted under Section 6.3(b)(v), (vi), (viii), or (xxvii);

(cg) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of any asset in the ordinary course of business, consistent with past practice or consistent with industry norm or (ii) by operation of law under Article 2 of the UCC (or any similar Requirements of Law under any jurisdiction);

(ch) [reserved];

(ci) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(cj) (i) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's accounts payable or other obligations in respect of documentary or trade letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods, (ii) Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments and (iii) receipt of progress payments and advances from customers in the ordinary course of business, consistent with past practice or consistent with industry norm to the extent the same creates a Lien on the related inventory and proceeds thereof;

(ck) Liens securing obligations of the type described in Section 6.3(b)(vii) and/or (xix);

(cl) (i) any encumbrance or restriction (including put and call arrangements) with respect to Equity Interests of any joint venture or similar arrangement pursuant to any joint venture or similar agreement and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;

(cm) [reserved];

(cn) Liens consisting of the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(co) Liens disclosed in any mortgage policy or survey with respect to any Material Real Estate Asset and any replacement, extension or renewal thereof;

(cp) [reserved];

(cq) Liens (i) of a collection bank arising under Section 4-208 or 4-210 of the UCC (or any comparable or successor provision) on the items in the course of collection and (ii) in favor of a banking or other financial institution or electronic payment service provider arising as a matter of law or under general terms and conditions encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking or finance industry;

(cr) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of such Person in the ordinary course of business, consistent with past practice or consistent with industry norm;

(cs) [reserved];

(ct) [reserved];

(cu) [reserved];

(cv) [reserved];

(cw) [reserved];

(cx) [reserved];

(cy) Liens with respect to any vessel for maritime torts with respect to damage resulting from allisions, collisions, cargo damage, property damage, conversion (wrongful possession), pollution, personal injury and death, maintenance and cure, and unseaworthiness, in each case, that are covered by insurance (subject to reasonable deductibles); and

(cz) Liens incurred in the ordinary course of business of the Borrower or any Restricted Subsidiary arising from vessel chartering, drydocking, maintenance, repair, refurbishment, the furnishing of supplies and bunkers to vessels or masters', officers' or crews' wages and maritime Liens, that, in the case of each of the foregoing, were not incurred or created to secure the payment of Indebtedness and that in the aggregate do not materially adversely affect the value of the properties subject to such Liens or materially impair the use for the purposes of which such properties are held by the Borrower and its Restricted Subsidiaries.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness.

"Person": any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or any other entity.

"PIK Interest": as defined in Section 2.5(f).

"PIK Option": as defined in Section 2.5(f).

"Platform": Debt Domain, Intralinks, SyndTrak, DebtX or a substantially similar electronic transmission system.

"Post-Closing Actions": as defined in Section 5.12.

"Preferred Stock": any Capital Stock with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"Prime Rate": the rate of interest per annum last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Required Lenders) or any similar release by the Federal Reserve Board (as determined by the Required Lenders); and each change in the Prime Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate.

"Principal Office": the Administrative Agent's "Principal Office" as set forth in Section 9.2, or such other office or office of a third party or subagent, as appropriate, as the Administrative Agent may from time to time designate in writing to the Borrower and each Lender.

"Private Side Information": as defined in Section 5.2.

"Pro Rata Share": with respect to any Lender and any Class of Commitments or Loans, either (a) the percentage of the aggregate Commitments or Loans of such Class represented by such Lender's Commitments or Loans at such time, (b) the percentage of the Senior Term Loan Aggregate Commitment represented by such Lender's Senior Term Loan Commitment at such time or (c) the percentage of the Capital Raise New CoreCo Junior Term Loan Aggregate Commitment represented by such Lender's Capital Raise New CoreCo Junior Term Loan Commitment at such time. After the funding and the deemed funding of the Loans on the Closing Date, "Pro Rata Share" shall be obtained by dividing (i) the Outstanding Amount of such Lender's Loans of such Class at such time by (ii) the Total Outstandings of such Class at such time. Notwithstanding the foregoing, for purposes of Section 9.5(c), "Pro Rata Share" shall be obtained by dividing (i) the Outstanding Amount of such Lender's Loans by (ii) the Total Outstandings at such time.

"Property": any right or interest in or to property of any kind whatsoever, whether real or immovable, personal or moveable or mixed and whether tangible or intangible, corporeal or incorporeal, including Equity Interests.

"Public Lenders": Lenders that do not wish to receive Non-Public Information with respect to the Borrower and its Subsidiaries or their securities.

"QFC": has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"Qualified Capital Stock": of any Person means any Equity Interests of such Person that is not Disqualified Stock.

"Recipient": (a) the Administrative Agent, (b) the Collateral Agent or (c) any Lender, as applicable.

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim (excluding the proceeds of business interruption insurance and any proceeds of property or casualty insurance which are paid directly to, or paid upon receipt by the Borrower or its Subsidiaries to, a third

party loss payee (other than the Collateral Agent)) or any condemnation proceeding relating to any asset of Borrower or its Subsidiaries.

"Refinancing Indebtedness": as defined in Section 6.3(b)(xvii).

"Register": as defined in Section 2.4(b).

"Regulated Bank": any insured depository institution that is regulated by foreign, federal or state banking regulators, including the United States Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation or the Board.

"Regulation D": Regulation D of the Board as in effect from time to time.

"Regulation T": Regulation T of the Board as in effect from time to time.

"Related Fund": with respect to any Lender, any fund that (x) invests in commercial loans and (y) is managed or advised by the same investment advisor as such Lender, by such Lender or an affiliate of such Lender.

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Release": any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating of any Hazardous Material in, into, onto or through the Environment, or from, into or through any structure or facility.

"Relevant Governmental Body": the Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board or the Federal Reserve Bank of New York, or any successor thereto.

"Relevant Transaction": as defined in Section 2.10(b)(ii).

"Replacement Lender": as defined in Section 2.19.

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the notice requirement is waived.

"Required Lenders": as of any date of determination, Lenders having more than 50% of the Commitments or Loans or, if the Commitment of each Lender to make Loans has been terminated, Lenders holding in the aggregate more than 50% of the Total Outstandings.

"Requirements of Law": with respect to any Person, collectively, the common law and all federal, state, provincial, territorial, municipal, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any governmental authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Resolution Authority": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer": with respect to any Loan Party, the chief executive officer, president, chief financial officer, vice president, treasurer, assistant treasurer, controller, secretary, assistant secretary, board member or manager of such Loan Party, or any other authorized officer or signatory of such Loan Party reasonably acceptable to the Administrative Agent.

"Restricted Debt Payments": as defined in Section 6.1(a)(iii).

"Restricted Investment": an Investment other than a Permitted Investment.

"Restricted Payments": as defined in Section 6.1(a).

"Restricted Person": any Person that is, or is acting for, on behalf or at the direction of any Person that is (a) the target of any Sanctions, including any Person designated on a list of sanctioned Persons maintained under any Sanctions, (b) located, organized or ordinarily resident in a Sanctioned Country, or (c) 50% or more owned or controlled by any of the Person(s) described in clause (a)-(b) to the extent the owned and/or controlled Person would itself be subject to the same Sanctions as the Person(s) described in clause (a)-(b).

"Restricted Subsidiary": at any time, with respect to any Person, any direct or indirect Subsidiary of such Person (including any Foreign Subsidiary) that is not then an Unrestricted Subsidiary. Upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be a "Restricted Subsidiary". Unless the context otherwise requires, any references to Restricted Subsidiary refer to a Restricted Subsidiary of the Borrower.

"Restructuring Support Agreement": as defined in the recitals.

"Return": with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a disposition or otherwise) and any other similar amount received or realized in respect thereof.

"S&P": S&P Global Ratings, a division of S&P Global Inc., or any of its successors or assigns that is a nationally recognized statistical rating organization within the meaning of Rule 3(a)(62) under the Exchange Act.

"Sanctioned Country": a country, region, or territory that is the subject of comprehensive Sanctions (at the time of this Agreement, the Crimea region of Ukraine, the non-government controlled Zaporizhzhia and Kherson regions of Ukraine, Cuba, Iran, North Korea, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine).

"Sanctions": economic, financial or trade sanctions administered or enforced by the United States, United Nations Security Council, United Kingdom or the European Union.

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Secured Indebtedness": any Indebtedness secured by a Lien.

"Secured Parties": a collective reference to the Administrative Agent, the Collateral Agent and the Lenders.

"Securities Act": the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement": that certain Pledge and Security Agreement, dated as of the Closing Date, among the Borrower, the Guarantors and the Collateral Agent.

"Security Documents": the Security Agreement, the Mortgages, the Ship Mortgages, the Control Agreements and any other security agreements relating to the Collateral securing the Obligations and the mortgages and instruments filed and recorded in appropriate jurisdictions to preserve and protect the Liens on the Collateral securing the Obligations (including financing statements under the Uniform Commercial Code of the relevant states), each for the benefit of the Collateral Agent.

"Senior Term Loan Aggregate Commitment": the sum of the Senior Term Loan Commitment of all the Capital Raise New CoreCo Senior Term Loan Lenders at such time. The Senior Term Loan Aggregate Commitment as of the Closing Date is $36,458,333.00.

"Senior Term Loan Commitment": the commitment of a Capital Raise New CoreCo Senior Term Loan Lender to make Capital Raise New CoreCo Senior Term Loans, as such amount may be reduced from time to time pursuant to the terms hereof. The initial amount of each Capital Raise New CoreCo Senior Term Loan Lender's Senior Term Loan Commitment is set forth on Schedule 1.1A or in the Assignment and Acceptance pursuant to which such Capital Raise New CoreCo Senior Term Loan Lender shall have assumed its Senior Term Loan Commitment, as applicable.

"Senior Term Loan Facility": the extensions of credit to the Borrower in the form of Senior Term Loans.

"Senior Term Loan Lenders": the Take-Back Loan Lenders, the Capital Raise New CoreCo Senior Term Loan Lenders and any other Person that shall have become a party hereto as a Senior Term Loan Lender pursuant to an Assignment and Acceptance, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Acceptance; provided, however, that Section 9.5 shall continue to apply to each such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance as if such Person is a "Lender". As of the Closing Date, the Fronting Lender is the initial Capital Raise New CoreCo Senior Term Loan Lender pursuant to the Fronting Arrangement.

"Senior Term Loan Obligations": collectively, the Borrower Senior Term Loan Obligations and the Guarantor Senior Term Loan Obligations.

"Senior Term Loans": collectively, the Take-Back Loans and the Capital Raise New CoreCo Senior Term Loans. The Senior Term Loans are intended to be treated as a single Class and as a single "issue" of debt instruments for U.S. federal income tax purposes.

"Series": with respect to any Obligations or Super Priority Obligations, the holders of such obligations that are represented by a common agent or representative (in such capacity) pursuant to the applicable documentation governing such obligations; provided that each such group of holders represented by a different agent or representative shall constitute a separate Series.

"Shared Collateral": at any time, Collateral in which the holders of two or more Series hold a valid and perfected security interest at such time. If more than two Series are outstanding at any time and the holders of less than all Series hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series that hold a valid security interest in such Collateral at such time and shall not constitute Shared Collateral for any Series that does not have a valid and perfected security interest in such Collateral at such time.

"Ship Mortgage": any mortgage, deed of trust or other similar agreement made by a Loan Party in favor of the Collateral Agent or any common representative under the Intercreditor Agreement, for the benefit of the Collateral Agent and the Secured Parties, on any tanker or other marine vessel constituting Collateral, which shall be in form reasonably satisfactory to the Collateral Agent and the Borrower.

"Similar Business": any business conducted, engaged in or proposed to be conducted by the Borrower or any of its Subsidiaries on the Closing Date or any business that is similar, incidental, complementary, ancillary, supportive, synergetic or reasonably related businesses or reasonable extensions thereof (and non-core incidental businesses acquired in connection with any acquisition or Investment or other immaterial businesses).

"SOFR": with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website at approximately 2:30 p.m. (New York City time) on the immediately succeeding Business Day.

"SOFR Administrator": the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website": the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Borrowing": as to any Borrowing, the SOFR Loans comprising such Borrowing.

"SOFR Loan" a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of "Base Rate".

"Solvent": with respect to any Person on any date of determination, that on such date (a) the fair value of the assets of such Person and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of such Person and its Subsidiaries on a consolidated basis, respectively; (b) the present fair saleable value of the property of such Person and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of such Person and its Subsidiaries on a consolidated basis, respectively, on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) such Person and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) such Person and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are conducted on such date.

"SPC": as defined in Section 9.6(o).

"Specified Asset Sale": (a) the Dispositions on the Closing Date contemplated by or in relation to that certain Transaction and Membership Interest Transfer Agreement, dated as of September 11, 2026, by and among ZeroPark Holdings LLC, a Delaware limited liability company, ZeroPark I LLC, a Delaware limited liability company ("ZP1"), the Borrower and the buyer party thereto and (b) any Disposition of any asset listed on Appendix A hereto.

"Specified Basket":

(a) a new exception to Section 6.3 of this Agreement that allows the incurrence of Indebtedness (or the issuance of Disqualified Stock) in an aggregate principal amount not to exceed $350 million; provided that the Net Proceeds thereof are used to repay the amounts payable under the form contract for the supply of natural gas to the FLNG1 Subsidiaries and their assets (the "FLNG1 Debt Basket"), and reasonably required conforming changes (including relating to the definition of "Net Proceeds") in respect thereof;

(b) a new component to the definition of "Permitted Liens" in this Agreement that allows Liens on Collateral securing the FLNG1 Debt Basket that are senior to the Liens on Collateral securing the Obligations, and reasonably required conforming changes (including relating to authorizations to enter into any relevant intercreditor arrangement) in respect thereof; or

(c) a new exception to Section 5.17(a) of this Agreement that allows transactions for bona fide business purposes (including the incurrence of Indebtedness, the issuance of Disqualified Stock, the creation of Liens and other transactions restricted by Section 5.17(a)) in relation to the Borrower's and any of its Subsidiaries' operations in any Specified Jurisdiction, and reasonably required conforming changes in respect thereof.

"Specified Jurisdiction": Ecuador and Nicaragua.

"Specified Non-Guarantor": any Restricted Subsidiary that is not a Guarantor.

"Specified Subsidiary": any Immaterial Subsidiary (a) whose Indebtedness is (i) guaranteed by any Loan Party or (ii) secured by a Lien on any assets of a Loan Party or (b) which guarantees the Indebtedness of any Loan Party.

"Subordinated Indebtedness": (a) with respect to the Borrower, any Indebtedness of the Borrower which is by its terms subordinated in right of payment to the Obligations, and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to the Guarantee of such Guarantor.

"Subsidiary": with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and

(2) any partnership, joint venture, limited liability company or similar entity of which

(a) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(b) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

For the avoidance of doubt, any entity that is owned at a 50.0% or less level (as described above) shall not be a "Subsidiary" for any purpose under the Loan Documents, regardless of whether such entity is consolidated on the Borrower's or any of its Restricted Subsidiaries' financial statements. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Successor Guarantor": as defined in Section 6.9(b)(i).

"Super Majority Lenders": as of any date of determination, Lenders having more than 75.0% of the Commitments or Loans or, if the Commitment of each Lender to make Loans has been terminated, Lenders holding in the aggregate more than 75.0% of the Total Outstandings.

"Super Priority Obligations": the obligations incurred pursuant to the Letter of Credit Agreement.

"Supported QFC": as defined in Section 9.28.

"Take-Back Loan": as defined in the recitals.

"Take-Back Loan Lender": each Lender that holds Take-Back Loans. The Take-Back Loan Lenders as of the Closing Date are set forth on Schedule 1.1A under the heading "Take-Back Term Loan Allocated Amount."

"Taxes": all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan": any Initial Term Loan, Incremental Term Loan or Extended Term Loan, as the context may require.

"Term Loan Extension Series": has the meaning provided in Section 2.21(a).

"Term Loan Funding Date": with respect to any Term Loan, the Business Day on which such Term Loan is borrowed.

"Term SOFR":

(c) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(d) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Administrator": CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent (acting at the direction of the Required Lenders in their reasonable discretion)).

"Term SOFR Reference Rate": the forward-looking term rate based on SOFR.

"Terminated Lender": as defined in Section 2.19.

"Termination Conditions": collectively, (a) the payment in full in cash of the Obligations (other than Unasserted Contingent Obligations) and (b) the expiration or termination of the Commitments.

"Test Period": for any date of determination under this Agreement, the period of four consecutive fiscal quarters then most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.1.

"Total Outstandings": the aggregate Outstanding Amount of (a) all Loans of all Lenders or (b) to the extent that the applicable provision expressly contemplates an approval, consent, direction or other action solely by the Lenders of a specific Class, all Loans of all Lenders of the applicable Class.

"Trade Secrets": any trade secrets or other proprietary and confidential information, including unpatented inventions, invention disclosures, engineering or other technical data, financial data, procedures, know-how, designs, personal information, supplier lists, customer lists, business, production or marketing plans, formulae, methods (whether or not patentable), processes, compositions, schematics, ideas, algorithms, techniques, analyses, proposals, software (to the extent not a copyright) and data collections.

"Transaction Costs": fees, premiums, expenses, closing payments and other similar transaction costs (including OID or upfront fees) payable or otherwise borne by the Borrower and/or its Subsidiaries in connection with the Transactions.

"Transactions": collectively, any or all of the following: (i) the entry into this Agreement and the other Loan Documents and the incurrence of Indebtedness hereunder by the Borrower, (ii) the entry into and consummation of the transactions contemplated by the Restructuring Support Agreement, including the extinguishment of outstanding obligations in accordance with the terms of the Restructuring Support Agreement, and (iii) all other transactions relating to any of the foregoing (including payment of Transaction Costs).

"Transferee": as defined in Section 9.14.

"Treasury Rate" means, as of the date of any prepayment of Term Loans, the yield to maturity as of such date of U.S. Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two (2) Business Days prior to such day of prepayment (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such date of prepayment to the date that is twenty-four (24) months following the Closing Date.

"Turbine and Intermediation Facility": that certain Master Sale and Purchase Agreement, dated as of June 11, 2025, by and between NFE North Trading, LLC, a Delaware limited company, and the beneficiary party thereto.

"Turbines Sale-Leaseback Transaction Documents": that certain (a) Master Lease Agreement, dated as of April 1, 2026, by and between NFE Turbines LLC, a Delaware limited liability company and subsidiary of the Borrower ("NFE Turbines") as lessee, and the lessor party thereto (such Person, the "Specified Counterparty"), together with any schedules, riders, certificates and other instruments delivered in connection therewith, (b) Parent Company Guarantee, dated as of April 1, 2026, made by the Borrower in favor of the Specified Counterparty, (c) Bailment Agreement, dated as of April 1, 2026, by and between NFE Turbines and the Specified Counterparty, and (d) Asset Purchase Agreement, dated as of April 1, 2026, by and among NFE PR Power LLC, a Puerto Rico limited liability company and subsidiary of the Borrower, as seller, the Borrower, as guarantor, and the Specified Counterparty, as buyer.

"Type": when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to Term SOFR or the Base Rate.

"UK Financial Institution": any BRRD Undertaking (as such term is defined under the Prudential Regulation Authority Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the Financial Conduct Authority Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority": the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement": the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unasserted Contingent Obligations": at any time, Obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities (excluding Obligations in respect of the principal of, and interest and premium (if any) on, any Obligation) in respect of which no assertion of liability and no claim or demand for payment has been made (and, in the case of Obligations for indemnification, no notice for indemnification has been issued by the indemnitee at such time).

"Uniform Commercial Code" or "UCC": the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

"Unrestricted Subsidiary":

(1) any Subsidiary of the Borrower which at the time of determination is an Unrestricted Subsidiary (as designated by the Borrower, as provided below);

(2) any Subsidiary of an Unrestricted Subsidiary; and

(3) as of the Closing Date, NFE South Power Buyback Holdings Limited, FLNG2 Parent, ZP1 and the BlockerCo.

The Borrower may designate (or redesignate) any Subsidiary of the Borrower (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that:

(a) immediately after giving effect to such designation, no Event of Default shall have occurred and be continuing (including after giving effect to the reclassification of Investments in, Indebtedness of and Liens on the assets of, the applicable Restricted Subsidiary or Unrestricted Subsidiary);

(b) as of the date of the designation thereof, no Unrestricted Subsidiary shall own any Capital Stock in any Restricted Subsidiary of the Borrower or hold any Indebtedness of or any Lien on any property of the Borrower or any Restricted Subsidiary; and

(c) as of the date of the designation thereof, such Unrestricted Subsidiary is not a "restricted subsidiary" for purposes of any agreement governing the Super Priority Obligations.

The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower (or its applicable Restricted Subsidiary) therein at the date of designation in an amount equal to the portion of the Fair Market Value of the net assets of such Subsidiary attributable to the Borrower's (or its applicable Restricted Subsidiary's) equity interest therein as reasonably determined by the Borrower in good faith (and such designation shall only be permitted to the extent such Investment is permitted under Section 6.1). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) the making, incurrence or granting, as applicable, at the time of designation of any then-existing Investment, Indebtedness or Lien of such Restricted Subsidiary, as applicable and (ii) a Return on any Investment by the Borrower in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of the Borrower's or its Restricted Subsidiary's Investment in such Subsidiary.

Any such designation by the Borrower shall be notified by the Borrower to the Administrative Agent by promptly providing an Officer's Certificate certifying that such designation complied with the foregoing provisions.

No Unrestricted Subsidiary shall receive proceeds of any FEMA Make Whole.

"U.S. Government Securities Business Day": any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Tax Compliance Certificate": as defined in Section 2.17(g)(ii).

"Voting Stock": of any Person, as of any date, means shares of such Person's Capital Stock that are at the time generally entitled, without regard to contingencies, to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity": when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment (it being understood that the Weighted Average Life to Maturity

shall be determined without giving effect to any change in installment or other required payments of principal resulting from prepayments following the incurrence of such Indebtedness); by (b) the then outstanding principal amount of such Indebtedness, Disqualified Stock or Preferred Stock.

"Wholly-Owned Restricted Subsidiary": any Wholly-Owned Subsidiary that is a Restricted Subsidiary.

"Wholly-Owned Subsidiary": of any Person means a Subsidiary of such Person, 100.0% of the outstanding Capital Stock of which (other than directors' qualifying shares and/or shares required by Requirements of Law to be owned by a resident of the relevant jurisdiction) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"ZP1 Note": that certain Promissory Note, dated as of September 11, 2026, by and between the Borrower and the lender party thereto.

2. Other Definitional Provisions; Rules of Construction.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Provisions apply to successive events and transactions.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms; "or" is not exclusive.

(d) As used herein and in the other Loan Documents, references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, restatements, replacements, refinancings, supplements or other modifications set forth herein or in any other Loan Document). Any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law shall, unless otherwise specified, refer to such Law as amended, supplemented or otherwise modified from time to time.

(e) The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(f) Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns.

(g) Unless otherwise specifically indicated, the term "consolidated" with respect to any Person refers to such Person on a consolidated basis in accordance with GAAP, but excluding from such consolidation any Unrestricted Subsidiary of such Person as if such Unrestricted Subsidiary were not an Affiliate of such Person.

(h) The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation, administration, submission, performance, calculation or any other matter related to any interest rate used in this Agreement or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability or (v) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in or rate referred to in this Agreement or any alternative or successor rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Loan Parties. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and, without limiting the express terms hereof, shall have no liability to any Loan Party, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (where in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) made by any such information source or service. Under no circumstances will the Administrative Agent be responsible for selecting or determining any Benchmark Replacement (or any Benchmark Replacement Adjustment) or any Benchmark Replacement Conforming Changes if Term SOFR or any other Benchmark will no longer be available past the Benchmark Replacement Date. In the case of a Benchmark Transition Event, the Required Lenders will select the Benchmark Replacement and any Benchmark Replacement Adjustment in consultation with the Borrower prior to the Benchmark Replacement Date and in consultation with the Administrative Agent, ensuring that the Administrative Agent will be able to meet its obligations and requirements under this Agreement with respect to the Benchmark Replacement replacing the applicable Benchmark. Neither the Administrative Agent nor the Collateral Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement or any other Loan Document as a result of the unavailability of any Benchmark, including as a result of any inability, delay, error or inaccuracy on the part of any other party, including, without limitation, the Required Lenders or the Loan Parties, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties. No such replacement (including any Benchmark Replacement Conforming Changes to any Loan Document) shall affect the Administrative Agent's own rights, duties or immunities under the Loan Documents or otherwise.

3. Accounting Terms and Principles.

(a) Generally. Except as otherwise specifically provided in this Agreement, all accounting or financial terms not specifically or completely defined herein shall be construed in conformity with, and all computations and determinations as to accounting or financial matters and all financial statements and other financial data (including financial calculations, and principles of consolidation, where appropriate) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, as in effect from time to time, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent (acting at the direction of the Required Lenders) and the Borrower shall negotiate in good faith to amend such requirement to preserve the original intent thereof in light of such change in GAAP; provided that, until so amended, (i) such requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other

documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such requirement made before and after giving effect to such change in GAAP.

4. Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period" and in the definition of "Maturity Date") or performance shall extend to the immediately succeeding Business Day.

5. Currency Equivalents Generally.

(a) For purposes of determining compliance with Sections 6.1, 6.3 and 6.6 with respect to any amount of Indebtedness or Investment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Indebtedness or Investment is incurred (so long as such Indebtedness or Investment, at the time incurred, made or acquired, was permitted hereunder).

(b) For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determination of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in Dollars, any requisite currency translation shall be based on the exchange rate in effect on the Business Day immediately preceding the date of such transaction or determination and shall not be affected by subsequent fluctuations in exchange rates.

6. Limited Condition Asset Sales.

(a) In connection with any action being taken solely in connection with a Limited Condition Asset Sale, for purposes of:

(i) determining whether a Default or Event of Default shall have occurred and be continuing (or any subset of Defaults or Events of Default); or

(ii) testing availability under baskets or financial metrics under this Agreement (including those measured as a percentage of Consolidated Total Assets);

in each case, at the option of the Borrower, any of its Restricted Subsidiaries or any successor entity of any of the foregoing (including a third party) (the "Testing Party", and the election to exercise such option in connection with any Limited Condition Asset Sale, an "LCA Election"), with such option to be exercised on or prior to the date of execution of the definitive agreements, submission of notice or the making of a definitive declaration, as applicable, with respect to such Limited Condition Asset Sale, the date of determination of whether any such action is permitted under this Agreement, shall be deemed to be (a) the date the definitive agreements (or, if applicable, a binding offer or launch of a "certain funds" tender offer), notice (which may be conditional) or declaration with respect to such Limited Condition Asset Sale are entered into, provided or made, as applicable, or the date that an Officer's Certificate is given with respect to the designation of a Subsidiary as restricted or unrestricted, or (b) with respect to sales in connection with an acquisition to which the United Kingdom City Code on Takeovers and Mergers applies (or similar law or practice in other jurisdictions), the date on which a "Rule 2.7 announcement" of a firm intent to make an offer or similar announcement or determination in another jurisdiction subject to laws similar to the United Kingdom City Code on Takeovers and Mergers (as applicable, the "LCA Test Date") is made, and if, after giving pro forma effect to the Limited Condition Asset Sale and the other transactions to be entered into in connection therewith as if they had occurred at the beginning of the most recent Test Period ending prior to the LCA Test Date, the Borrower could have taken such action on the relevant LCA Test Date in compliance with such basket or financial metric, such basket or financial metric shall be deemed to have been complied with.

(b) For the avoidance of doubt, if the Testing Party has made an LCA Election and any of the baskets or financial metrics for which compliance was determined or tested as of the LCA Test Date are exceeded or not complied with as a result of fluctuations in any such basket or financial metrics, the target company or the Person subject to such Limited Condition Asset Sale, at or prior to the consummation of the relevant transaction or action, such baskets or financial metrics will not be deemed to have been exceeded as a result of such fluctuations and such baskets or financial metrics shall not be tested at the consummation of the Limited Condition Asset Sale except as contemplated in clause (a) of the immediately succeeding proviso; provided, however, that (a) if financial statements for one or more subsequent fiscal quarters shall have become available, the Testing Party may elect, in its sole discretion, to redetermine all such baskets and financial metrics on the basis of such financial statements, in which case such date of redetermination shall thereafter be deemed to be the applicable LCA Test Date and (b) if any financial metrics improve or baskets increase as a result of such fluctuations, such improved financial metrics or baskets may be utilized. If the Testing Party has made an LCA Election for any Limited Condition Asset Sale, then, in connection with any subsequent calculation of the baskets or financial metrics on or following the relevant LCA Test Date and prior to the earlier of (i) the date on which such Limited Condition Asset Sale is consummated or (ii) the date that the definitive agreement, notice or declaration for such Limited Condition Asset Sale is abandoned, terminated or expires without consummation of such Limited Condition Asset Sale, any such basket or financial metric shall be calculated on a pro forma basis assuming such Limited Condition Asset Sale and other transactions in connection therewith (including any incurrence of Indebtedness or Liens and the use of proceeds thereof) have been consummated. For the avoidance of doubt, if the Testing Party has exercised its option pursuant to the foregoing and any Default or Event of Default occurs following the LCA Test Date (including any new LCA Test Date) for the applicable Limited Condition Asset Sale and prior to or on the date of the consummation of such Limited Condition Asset Sale, any such Default or Event of Default shall be deemed not to have occurred or be continuing for purposes of determining whether any action being taken in connection with such Limited Condition Asset Sale is permitted under this Agreement.

7. Certain Compliance Determinations.

(a) For purposes of determining compliance at any time with Sections 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 and the definition of "Permitted Investments", in the event that any Indebtedness, Permitted Lien, Restricted Payment, Permitted Investment, disposition or Affiliate Transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to Section 6.3, any clause of the definition of "Permitted Liens" or any clause of Section 6.1(b), any clause of Section 6.2(b), any clause of the definition of "Permitted Investment", any clause of the definition of "Asset Sale" and any dispositions constituting exceptions thereto and any clause under Section 6.5, the Borrower, in its sole discretion, may, from time to time, classify or reclassify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category. It is understood and agreed that any Indebtedness, Permitted Lien, Restricted Payment, Permitted Investment, disposition and/or Affiliate Transaction need not be permitted solely by reference to one category of permitted Indebtedness, Permitted Lien, Restricted Payment, Permitted Investment, disposition and/or Affiliate Transaction under such sections, respectively, but may instead be permitted in part under any combination thereof.

(b) Notwithstanding anything in this Agreement to the contrary, so long as an action was taken (or not taken) in reliance upon a basket, ratio or test under this Agreement that was calculated or determined in good faith by a responsible financial or accounting officer of the Borrower based upon financial information available to such officer at such time and such action (or inaction) was permitted under this Agreement at the time of such calculation or determination, any subsequent restatement, modification or adjustments made to such financial information (including any restatement, modification or adjustment that would have caused such basket, ratio or test to be exceeded as a result of such action or inaction) shall not result in any Default or Event of Default under this Agreement.

(c) For purposes of any determination under this Agreement with respect to the amount of any Indebtedness, Lien, Restricted Payment, Investment, Asset Sale, Affiliate Transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement (any of the foregoing, a "specified transaction") requiring the use of a current exchange rate, (i) the equivalent amount in U.S. dollars of a specified transaction in a currency other than U.S. dollars

shall be calculated based on the relevant exchange rate, as may be determined by the Borrower in good faith, for such foreign currency (the "Exchange Rate") on the date of such determination (which, in the case of any Restricted Payment, shall be deemed to be the date of the declaration thereof and, in the case of the incurrence of Indebtedness, shall be deemed to be on the date first committed); provided, that if any Indebtedness is incurred (and, if applicable, associated Lien granted) to refinance or replace other Indebtedness denominated in a currency other than U.S. dollars, and the relevant refinancing or replacement would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency Exchange Rate in effect on the date of such refinancing or replacement, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing or replacement Indebtedness (and, if applicable, associated Lien granted) does not exceed an amount sufficient to repay the principal amount of the Refinanced Indebtedness, except by an amount equal to (x) unpaid accrued interest and premiums (including premiums) thereon plus other reasonable and customary fees and expenses (including upfront fees and OID) incurred in connection with such refinancing or replacement, (y) any existing unutilized commitments and letters of credit undrawn thereunder and (z) additional amounts permitted to be incurred under Section 6.3 and (ii) for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred solely as a result of a change in the Exchange Rate occurring after the time of any specified transaction so long as such specified transaction was permitted at the time incurred, made, acquired, committed, entered or declared as set forth in clause (i).

8. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Section 2. LOANS

1. Loans.

(a) Loan Commitments. Subject to the terms and conditions hereof, (i) each Take-Back Loan Lender shall be deemed to have made the Take-Back Loans to the Borrower on the Closing Date, in an aggregate amount equal to the amount of such Take-Back Loan Lender's Allocated Amount at such time as set forth opposite such Take-Back Loan Lender's name in Schedule 1.1A under the heading "Take-Back Term Loan Allocated Amount", (ii) the Fronting Lender, pursuant to the Fronting Arrangement, agrees to make the Capital Raise New CoreCo Senior Term Loans to the Borrower on the Closing Date on behalf of each other Capital Raise New CoreCo Senior Term Loan Lender, in an amount not to exceed the amount set forth in Schedule 1.1A under the heading "Senior Term Loan Commitment", and (iii) the Fronting Lender, pursuant to the Fronting Arrangement, agrees to make the Capital Raise New CoreCo Junior Term Loans to the Borrower on the Closing Date on behalf of each other Capital Raise New CoreCo Junior Term Loan Lender in an amount not to exceed the amount set forth in Schedule 1.1A under the heading "Capital Raise New CoreCo Junior Term Loan Commitment". Notwithstanding anything herein to the contrary, solely as between the Fronting Lender and the Fronting Assignee Lenders, any Loans funded by the Fronting Lender and any Commitments held by the Fronting Lender shall be subject to the Fronting Arrangement. Upon the deemed making of any Take-Back Loan pursuant to Section 2.1(a)(i), such Take-Back Loan shall be deemed issued with no OID. Upon the making of any Capital Raise New CoreCo Senior Term Loan pursuant to Section 2.1(a)(iii), such Capital Raise New CoreCo Senior Term Loan shall be issued with an OID equal to 4.0% of the principal amount thereof. Upon the making of any Capital Raise New CoreCo Junior Term Loan pursuant to Section 2.1(a)(iv), such Capital Raise New CoreCo Junior Term Loan shall be deemed issued with no OID. All Loans shall be denominated in Dollars. Each Lender's Commitment shall automatically be reduced by the amount of each Loan made (or deemed to have been made) by such Lender, such reduction to be effective immediately upon the funding of such Loan by such Lender (including, if applicable, the Fronting Lender pursuant to the Fronting Arrangement) to the Borrower in accordance with this Agreement. The Loans are not revolving in nature, and amounts borrowed (or deemed borrowed) under this Section 2.1 and repaid may not be reborrowed. The Loans may be SOFR Loans or Base Rate Loans, as provided herein.

(b) Borrowing Mechanics for Loans.

(i) The Borrower shall deliver to the Administrative Agent a fully executed Funding Notice for all Loans to be made or deemed made no later than 12:00 p.m. (noon) (New York City time) (x) on the Business Day prior to the date of the proposed Borrowing with respect to Base Rate Loans and (y) three Business Days prior to the date of the proposed Borrowing with respect to SOFR Loans (or such later time as may be acceptable to the Administrative Agent and the Required Lenders). Promptly upon receipt by the Administrative Agent of such Funding Notice, the Administrative Agent shall notify each Lender of the proposed borrowing. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Base Rate Borrowing. If no Interest Period is specified with respect to any requested SOFR Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(ii) Each Lender (including the Fronting Lender, if applicable) shall make its Loan (other than the Take-Back Loans) available to the Administrative Agent not later than 12:00 p.m. (New York City time) on the applicable funding date, by wire transfer of same day funds in Dollars, to the account specified by the Administrative Agent. Upon receipt of all such funds required to be made available to the Administrative Agent, the Administrative Agent shall make the proceeds of the Loans so received (other than the Take-Back Loans) available to the Borrower on the applicable funding date by causing an amount of same day funds in Dollars equal to the proceeds of all such Loans received by the Administrative Agent from Lenders to be credited to the account of the Borrower designated in writing to the Administrative Agent by the Borrower in the Payment Direction Letter, if any, or Funding Notice. For the avoidance of doubt, the Take-Back Loans shall be deemed funded on the Closing Date through a cashless exchange or rollover of the existing Indebtedness under the Existing Revolving Credit Agreement and the Existing Term Loan B Credit Agreement in accordance with this Agreement.

(iii) At the commencement of each Interest Period for any Borrowing of SOFR Loans, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $1,000,000; provided that a Borrowing of SOFR Loans that results from a continuation of an outstanding Borrowing of SOFR Loans may be in an aggregate amount that is equal to such outstanding Borrowing. At the time that each Borrowing of Base Rate Loans is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $1,000,000.

2. Pro Rata Shares; Availability of Funds.

(a) Pro Rata Shares. Except as otherwise provided with respect to Take-Back Loans, all Loans (other than Take-Back Loans) of any Class shall be made by Lenders of such Class simultaneously and proportionately to their respective Pro Rata Shares in respect of such Class, it being understood that no Lender shall be responsible for any default by any other Lender in such other Lender's obligation to make a Loan requested hereunder or purchase a participation required hereby nor shall any Commitment of any Lender be increased or decreased as a result of a default by any other Lender in such other Lender's obligation to make a Loan requested hereunder or purchase a participation required hereby.

(b) Availability of Funds. Unless the Administrative Agent shall have been notified by any Lender prior to the date of any Borrowing that such Lender does not intend to make available to the Administrative Agent the amount of such Lender's share of the Borrowing, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date and the Administrative Agent may, in its sole discretion, but shall not be obligated to, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender, together with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date such amount is paid to the Administrative Agent, at the customary rate set by the Administrative Agent for the correction of errors among banks for three Business Days and thereafter at the Base Rate. If such corresponding amount is not in fact made available to the Administrative Agent

forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower and the Borrower shall immediately pay such corresponding amount to the Administrative Agent together with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date such amount is paid to the Administrative Agent, at the rate payable hereunder for Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such duplicative interest paid by the Borrower for such period. Nothing in this Section 2.2(b) shall be deemed to relieve any Lender from its obligation to fulfill its Commitments hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder.

3. Repayment of Term Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders (A) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter after the Closing Date, an aggregate principal amount equal to 0.25% of the aggregate original principal amount of the Term Loans funded (or deemed funded) on the Closing Date, (B) on the last Business Day of each March, June, September and December, commencing with the first full fiscal quarter after each Incremental Term Loan Funding Date that occurs after the Closing Date, an aggregate principal amount equal to 0.25% of the aggregate original principal amount of the Incremental Term Loans funded on such Incremental Term Loan Funding Date and (C) on the Maturity Date for any Class of Term Loans, the aggregate principal amount of all Term Loans of such Class outstanding on such date. To the extent not previously paid, all Loans shall be due and payable on the Maturity Date. The amount of any then remaining scheduled payment set forth in clause (A) above shall be adjusted to account for the addition of any Extended Term Loans or Incremental Term Loans by multiplying each such remaining scheduled payment by a fraction, the numerator of which is the aggregate principal amount of the applicable Class of Term Loans outstanding immediately after such transaction and the denominator of which is the aggregate principal amount of such Class of Term Loans outstanding immediately prior to such transaction.

4. Evidence of Debt; Register; Lenders' Books and Records; Loan Notes.

(a) Lenders' Evidence of Debt. Each Lender shall maintain on its internal records an account or accounts evidencing the Borrower Obligations to such Lender, including the amounts of the Loans made by it and each repayment and prepayment in respect thereof. Any such recordation shall be conclusive and binding on the Borrower and each other Loan Party, absent manifest error; provided that the failure to make any such recordation, or any error in such recordation, shall not affect the Borrower Obligations in respect of any Loans; and provided further, in the event of any inconsistency between the Register and any Lender's records, the recordation in the Register shall govern.

(b) Register. The Administrative Agent (or its agent or sub-agent appointed by it), acting solely as a non-fiduciary agent of the Borrower for purposes of maintaining the Register (as defined below), shall maintain at its Principal Office (which Principal Office shall be in the United States) a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of Lenders (and each assignee thereof) and the Commitments and Loans (and related stated interest amounts) of each Lender from time to time (the "Register"). The Register shall be available for inspection by the Borrower or any Lender (provided that any such Lender may only inspect any entry relating to such Lender's Commitments and Loans) at any reasonable time and from time to time upon reasonable prior notice. The Administrative Agent shall record, or shall cause to be recorded, in the Register the Commitments and the Loans (and related interest amounts), as well as any assignments thereof, in accordance with the provisions of Section 9.6, and each repayment or prepayment in respect of the principal amount (and related interest amounts) of the Loans, and any such recordation shall be conclusive and binding on the Borrower, each other Loan Party and each Lender, absent manifest error. The parties hereto shall treat each Person listed in the Register as the owner of the applicable Loan, notwithstanding notice to the contrary. This Section 2.4(b) is intended to establish a "book entry system" within the meaning of United States Treasury Regulations Section 5f.103-1(c)(1)(ii) and shall be interpreted consistently with such intent. The Administrative Agent shall be entitled to conclusively rely on the information set forth on Schedule 1.1A as to the Allocated Amounts and the Lenders deemed to have funded such Allocated Amounts as of the Closing Date. Without limiting the foregoing, the Administrative Agent shall further be entitled to conclusively rely on instructions from individual Lenders providing corrections to such Lender's or its affiliated Lenders' details as set forth on Schedule 1.1A (other than with respect to the amount of Loans set forth therein). For the avoidance of doubt, the

Administrative Agent shall not be responsible for ensuring that the proper Lender of record is specified on Schedule 1.1A or the Register or confirming that any such information is consistent with the plan creditor letters delivered to the Borrower and/or Kroll.

(c) Loan Notes. If so requested by any Lender by written notice to the Borrower at least two Business Days prior to the applicable Term Loan Funding Date, or at any time thereafter, the Borrower shall execute and deliver to such Lender (and/or, if applicable and if so specified in such notice, to any Person who is an Assignee of such Lender pursuant to Section 9.6) on the Closing Date (or, if such notice is delivered after the Closing Date, promptly after the Borrower's receipt of such notice) a Loan Note to evidence such Lender's Loans provided that the delivery of such Loan Notes shall not be a condition to closing on the Closing Date or on any other Term Loan Funding Date.

5. Interest on Loans.

(a) Except as otherwise set forth herein, each Loan shall bear interest on the unpaid principal amount thereof from the date made available to the Borrower through repayment (whether by acceleration or otherwise) thereof as follows:

(i) if a Base Rate Loan, at the Base Rate plus the Applicable Margin; or

(ii) if a SOFR Loan, at the Term SOFR plus the Applicable Margin.

(b) The basis for determining the rate of interest with respect to any Loan, and the Interest Period with respect to any SOFR Loan, shall be selected by the Borrower and notified to the Administrative Agent and Lenders pursuant to the applicable Funding Notice or Conversion/Continuation Notice, as the case may be.

(c) In connection with SOFR Loans there shall be no more than ten (10) Interest Periods outstanding at any time. In the event the Borrower fails to specify between a Base Rate Loan or a SOFR Loan in the applicable Funding Notice or Conversion/Continuation Notice, such Loan (if outstanding as a SOFR Loan) will be automatically converted into a Base Rate Loan on the last day of the then current Interest Period for such Loan (or if outstanding as a Base Rate Loan will remain as, or (if not then outstanding) will be made as, a Base Rate Loan). In the event the Borrower fails to specify an Interest Period for any SOFR Loan in the applicable Funding Notice or Conversion/Continuation Notice, the Borrower shall be deemed to have selected an Interest Period of one month. As soon as practicable after 10:00 a.m. (New York City time) on each Periodic Term SOFR Determination Day, the Administrative Agent shall determine (which determination shall, absent manifest error, be final, conclusive and binding upon all parties) the interest rate that shall apply to the SOFR Loans for which an interest rate is then being determined for the applicable Interest Period and shall promptly give notice thereof (in writing) to the Borrower and each Lender.

(d) Interest payable pursuant to clause (a) shall be computed (i) in the case of Base Rate Loans on the basis of a 365 day or 366 day year, as the case may be, and (ii) in the case of SOFR Loans, on the basis of a 360 day year, in each case for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan or the first day of an Interest Period applicable to such Loan or the last Interest Payment Date with respect to such Loan or, with respect to a Base Rate Loan being converted from a SOFR Loan, the date of conversion of such SOFR Loan to such Base Rate Loan, as the case may be, shall be included, and the date of payment of such Loan or the expiration date of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted to a SOFR Loan, the date of conversion of such Base Rate Loan to such SOFR Loan, as the case may be, shall be excluded; provided, if a Loan is repaid on the same day on which it is made, one day's interest shall be paid on that Loan.

(e) Except as otherwise set forth herein, interest on each Loan shall accrue on a daily basis and shall be payable in arrears in cash on (i) each Interest Payment Date with respect to interest accrued on and to each such payment date; and (ii) upon any prepayment of that Loan, to the extent accrued on the amount being prepaid (provided, however, for the avoidance of doubt with respect

to any prepayment of any Loan, all accrued interest on the amount being prepaid shall be paid in cash on the date of such prepayment).

(f) At the option of the Borrower, (i)(x) with respect to any Senior Term Loans funded (or deemed funded) on the Closing Date, during the period commencing on the Closing Date and ending on the last day of the first full fiscal quarter ending after the 18-month anniversary of the Closing Date and (y) with respect to any Capital Raise New CoreCo Junior Term Loans funded (or deemed funded) on the Closing Date, during the period commencing on such Term Loan Funding Date and ending on the last day of the first full fiscal quarter ending after the 18-month anniversary of such Term Loan Funding Date or (ii) with respect to any Incremental Term Loans funded after the Closing Date, during the period commencing on the date the applicable Incremental Term Loans are incurred (an "Incremental Term Loan Funding Date") for such Incremental Facility Closing Date and ending on the last day of the first full fiscal quarter ending after the 18-month anniversary of such Incremental Term Loan Funding Date, the Borrower may elect that all or a portion of the interest otherwise payable in cash on any applicable Interest Payment Date be paid in kind and added to the outstanding principal amount of the applicable Loans (the "PIK Option" and, such interest subject to the PIK Option, the "PIK Interest"). Any such election shall be made by written notice to the Administrative Agent not later than five (5) Business Days prior to the applicable Interest Payment Date. The Borrower may not exercise the PIK Option at any time that an Event of Default has occurred and is continuing. To the extent the Borrower has elected the PIK Option with respect to any Interest Payment Date, all PIK Interest shall be payable in-kind rather than in cash on the applicable date set forth in clause (e) above, and the amount of such PIK Interest shall be capitalized and added to the outstanding principal amount of the applicable Loans on each such date. On each date on which PIK Interest is capitalized and added to the outstanding principal amount of the applicable Loans, the outstanding principal amount of such Loans shall without further action by any party hereto be increased by the aggregate amount of PIK Interest so capitalized and added to such Loans, whereupon such PIK Interest so capitalized and added shall also accrue interest in accordance with the terms of this Section 2.5.

(g) In connection with the use or administration of Term SOFR, the Administrative Agent (acting at the direction of the Required Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time in consultation with the Borrower (provided that, any such consultation shall not be required with respect to any determination by the Administrative Agent as to whether any market practice or convention is administratively feasible) and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent (acting at the direction of the Required Lenders) will promptly notify the Borrower and the Lenders of the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use or administration of Term SOFR.

6. Conversion/Continuation.

(a) Subject to Section 2.15 and so long as no Default or Event of Default shall have occurred and then be continuing, the Borrower shall have the option:

(i) to convert at any time all or any part of any Loan (in an amount permitted by Section 2.1(b)(iii)) from one Type of Loan to another Type of Loan; provided, a SOFR Loan may only be converted on the expiration of the Interest Period applicable to such SOFR Loan unless the Borrower shall pay all amounts due under Section 2.15 in connection with any such conversion; or

(ii) upon the expiration of any Interest Period applicable to any SOFR Loan, to continue all or any portion of such Loan (in an amount permitted by Section 2.1(b)(iii)) as a SOFR Loan.

(b) Subject to clause (c) below, the Borrower shall deliver a Conversion/Continuation Notice to the Administrative Agent no later than 2:00 p.m. (New York City time) at least one Business Day in advance of the proposed conversion date (in the case of a conversion to a Base Rate Loan) and at least three Business Days in advance of the proposed conversion/continuation date (in the

case of a conversion to, or a continuation of, a SOFR Loan). Except as otherwise provided herein, a Conversion/Continuation Notice for conversion to, or continuation of, any SOFR Loans shall be irrevocable on and after the related Periodic Term SOFR Determination Day, and the Borrower shall be bound to effect a conversion or continuation in accordance therewith. If on any day a Loan is outstanding with respect to which a Funding Notice or Conversion/Continuation Notice has not been delivered to the Administrative Agent in accordance with the terms hereof specifying the applicable basis for determining the rate of interest, then for that day such Loan shall be a Base Rate Loan.

(c) Any Conversion/Continuation Notice shall be executed by a Responsible Officer of the Borrower in a writing delivered to the Administrative Agent.

7. Default Interest. Upon the occurrence and during the continuance of an Event of Default, the principal amount of all Loans outstanding and, to the extent permitted by applicable law, any accrued and unpaid interest payments on the Loans or any fees owed hereunder or in respect hereof shall bear interest (including post-petition interest in any proceeding under Bankruptcy Laws (or interest that would have accrued after the commencement of a proceeding but for the commencement of such proceeding)) payable on demand at a rate that is 2.00% per annum in excess of (i) in the case of principal of any Loan, the interest rate otherwise payable hereunder with respect to the applicable Loans and (ii) in the case of any other amount, the rate applicable to Base Rate Loans. Payment or acceptance of the increased rates of interest provided for in this Section 2.7 is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of any Agent or any Lender.

8. Fees.

(a) The Borrower agrees to pay to the Administrative Agent, for its own account, fees in the amounts and at the times set forth in the Agent Fee Letter.

(b) All fees payable to Lenders hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution to the Lenders entitled thereto.

(c) The Borrower shall pay to the Fronting Lender for the benefit of the Backstop Lenders a backstop premium in respect of their Backstop Commitments (as defined in the Backstop Fee Letter) in the amounts so specified in the Backstop Fee Letter (as such aggregate amount is specified in the Funding Notice, the "Backstop Premium"). Such Backstop Premium shall be due and payable on the Closing Date in kind and added to the outstanding principal amount of the Capital Raise New CoreCo Junior Term Loans issued to, and owing to, the Fronting Lender as of the Closing Date. The Backstop Premium, once paid, shall be treated as Capital Raise New CoreCo Junior Term Loans hereunder for all purposes. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement or any other agreement, the Administrative Agent (i) shall not be deemed to have knowledge of the contents of the Backstop Fee Letter and shall not be responsible or liable for monitoring or confirming compliance therewith or making any payments contemplated thereby and (ii) shall have no obligation to monitor or confirm the amount of the Backstop Premium to be assigned by the Fronting Lender to each Backstop Lender and shall update the Register solely on the basis of the applicable Assignment and Acceptance delivered to it.

9. Incremental Borrowings.

(a) Incremental Term Commitments. The Borrower may at any time or from time to time after the Closing Date, by notice from the Borrower to the Administrative Agent (an "Incremental Term Loan Request"), request one or more new commitments which shall be of the same Class as the Capital Raise New CoreCo Junior Term Loans (the "Incremental Term Commitments").

(b) Incremental Term Loans. On any Incremental Facility Closing Date on which any Incremental Term Commitments are effected, subject to the satisfaction of the terms and conditions in this Section 2.9, (i) each Incremental Lender with an Incremental Term Commitment that becomes effective on such date shall make a Capital Raise New CoreCo Junior Term Loan to the Borrower (an "Incremental Term Loan") in an amount equal to the Incremental Term Commitment of such Lender that becomes effective on such date and (ii) each Incremental Lender shall become a Lender

hereunder with respect to the Incremental Term Commitment and the Incremental Term Loans made pursuant thereto.

(c) Incremental Term Loan Request. Each Incremental Term Loan Request from the Borrower pursuant to this Section 2.9 shall set forth the requested amount and proposed terms of the relevant Incremental Term Loans. Incremental Term Loans may be made by any existing Lender (but no existing Lender will have an obligation to make any Incremental Term Commitment, provided that the Borrower shall not offer any Incremental Term Commitments to an Additional Lender until each existing Capital Raise New CoreCo Junior Term Loan Lender has been afforded not less than five (5) Business Days to elect to participate on a pro rata basis) or by any Additional Lender (each such existing Lender or Additional Lender providing such Incremental Term Commitment or Incremental Term Loan, an "Incremental Lender")); provided that the Administrative Agent shall have consented (not to be unreasonably withheld, conditioned or delayed) to any such Additional Lender's making such Incremental Term Loans to the extent such consent, if any, would be required under Section 9.6 for an assignment of Term Loans to such Additional Lender.

(d) Effectiveness of Incremental Amendment. The effectiveness of any Incremental Amendment, and the Incremental Term Commitments thereunder, shall be subject to the satisfaction on the date thereof (the "Incremental Facility Closing Date") of each of the following conditions:

(i) after giving effect to such Incremental Term Commitments, the conditions of Section 4.2 shall be satisfied (it being understood that all references to "the date of such Borrowing" or similar language in such Section 4.2 shall be deemed to refer to the Incremental Facility Closing Date); provided that the Incremental Lenders party to such Incremental Amendment and (in the case of clause (A) below, the Administrative Agent) shall be permitted, in connection with any Incremental Term Commitment, the primary purpose of which is to finance a Limited Condition Asset Sale, to (A) reduce any delivery deadline with respect to the condition set forth in Section 4.2(a)(iii) and (B) waive in full or in part any of the conditions set forth in Section 4.2(a)(i) (other than, in connection with a Limited Condition Asset Sale, the accuracy, to the extent required under Section 4.2(a)(i), of any representations and warranties made in Sections 3.3(a), 3.3(d), 3.4(a), 3.4(b), 3.4(d), 3.14, 3.19 (subject to customary limitations on the perfection of Liens on the Collateral in financing commitments obtained in connection with Limited Condition Transactions), 3.20 and 3.22 (unless otherwise waived by the Incremental Lenders party to such Incremental Amendment)) and Section 4.2(a)(ii) (other than with respect to any Event of Default under Section 7.1(a)(1), Section 7.1(a)(7) or Section 7.1(a)(8));

(ii) each Incremental Term Commitment shall be in an aggregate principal amount that is an integral multiple of $100,000 and not less than $1,000,000;

(iii) the aggregate principal amount of all Incremental Term Loans shall not exceed the Incremental Cap; and

(iv) to the extent reasonably requested by the Incremental Lenders party to such Incremental Amendment, the Administrative Agent and such Incremental Lenders shall have received customary legal opinions, board resolutions, officers' certificates and/or reaffirmation agreements substantially consistent with those delivered on the Closing Date under Section 4.1 or otherwise reasonably satisfactory to the Incremental Lenders party to such Incremental Amendment.

(e) Required Terms. The terms, provisions and documentation of the Incremental Term Loans and Incremental Term Commitments (other than the Incremental Amendment evidencing such increase) of such Incremental Term Commitments shall be identical (including with respect to the maturity date, but excluding, with respect to upfront fees, OID or similar fees) to the Capital Raise New CoreCo Junior Term Loans being increased, in each case, as existing on the Incremental

Facility Closing Date. In any event, the Incremental Term Loans shall have fees determined by the Borrower and the applicable Incremental Term Loan arranger(s).

(f) Incremental Amendment. Commitments in respect of Incremental Term Loans shall become additional Commitments pursuant to an amendment (an "Incremental Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Loan Parties, each Incremental Lender providing such Commitments and the Administrative Agent. The Incremental Amendment may, without the consent of any other Loan Party, Agent or Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Borrower, (i) to effect the provisions of this Section 2.9 and (ii) to modify the terms or conditions applicable to (x) all Classes of Term Loans outstanding prior to the effectiveness of such Incremental Amendment to the extent reasonably determined by the Borrower to be beneficial to all of the existing Lenders relative to such terms or conditions as in effect prior to the effectiveness of such Incremental Amendment (provided that such modification must be made to all applicable Classes of Term Loans) or (y) any one or more Classes of Loans outstanding prior to the effectiveness of such Incremental Amendment (any such Class of Loans, "Existing Loans") necessary for any such Existing Loans to be "fungible" for tax purposes with any Class of Incremental Term Loans or Incremental Term Commitments incurred pursuant to such Incremental Amendment, by increasing the All-In Yield (or any component thereof) applicable to any such Existing Loans and/or by imposing, increasing the amount of, or extending the period of applicability of, any premiums or fees payable upon the prepayment or repricing of such Existing Loans. The Borrower will use the proceeds of the Incremental Term Loans for any purpose not prohibited by this Agreement.

(g) This Section 2.9 shall supersede any provisions in Section 2.14 or 9.1 to the contrary.

10. Voluntary and Mandatory Prepayments.

(a) Voluntary Prepayments.

(i) Subject to the Intercreditor Agreement, the Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section 2.10. Voluntary prepayments of any Class of Term Loans permitted pursuant to this Section 2.10(a)(i) shall be applied to the remaining scheduled installments of principal thereof pursuant to Section 2.3 in a manner determined at the discretion of the Borrower and specified in the notice of prepayment (and absent such direction, in direct order of maturity).

Notwithstanding the foregoing, in the event that the Borrower voluntarily prepays any Term Loans pursuant to this Section 2.10(a), the Borrower shall pay to the Administrative Agent, at the time of such voluntary prepayment, for the ratable account of each of the applicable Lenders: (I) in the case of the Capital Raise New CoreCo Junior Term Loans, (A) at any time prior to the second anniversary of the Closing Date, a prepayment premium in an amount equal to the Applicable Premium, calculated on the aggregate principal amount of the Term Loans so prepaid; (B) at any time on or after the second anniversary of the Closing Date but prior to the third anniversary of the Closing Date, a prepayment premium in an amount equal to 3.00% of the principal amount so prepaid; and (C) at any time on or after the third anniversary of the Closing Date but prior to the fourth anniversary of the Closing Date, a prepayment premium in an amount equal to 1.50% of the principal amount so prepaid and (II) in the case of the other Term Loans, at any time prior to the first anniversary of the Closing Date, a prepayment premium in an amount equal to 2.00% of the principal amount so prepaid. For the avoidance of doubt, no prepayment premium will be applicable if such prepayment or refinancing is made on or after (x) in the case of the Capital Raise New CoreCo Junior Term Loans, the fourth anniversary of the Closing Date and (y) in the case of the other Term Loans, the first anniversary of the Closing Date. In addition to any prepayment premium payable pursuant to this Section 2.10(a), the Borrower shall pay all accrued and

unpaid interest on the principal amount of the Term Loans so prepaid to, but excluding, the date of such prepayment. Such amounts shall be due and payable on the date of effectiveness of such prepayment.

(ii) Notwithstanding anything in any Loan Document to the contrary, so long as no Event of Default has occurred and is continuing, the Borrower may prepay any Class of outstanding Term Loans at any time on at least three (3) Business Days' prior written notice by Borrower to the Administrative Agent; provided that any such prepayments or reductions shall be in a minimum principal amount of $1,000,000 or a whole multiple thereof. Any voluntary prepayment must be accompanied by the payment of any Term SOFR funding breakage costs, as applicable, in accordance with Section 2.15(c) and the fee payable in accordance with Section 2.10(a)(ii), if any. Each notice of partial prepayment shall designate the Loans or other Obligations hereunder to which such prepayment is to be applied, and any notice delivered pursuant to this Section 2.10 may be conditioned on the occurrence of one or more events described in the applicable notice. If no direction is given as to the application of prepayments in respect of the Term Loans of the applicable Class, such prepayments shall be applied first to the amortization payments required by Section 2.3, if any, in direct order of maturity and, thereafter, to the remaining balance of Term Loans of the applicable Class then outstanding.

(b) Mandatory.

(i) Within three (3) Business Days after receipt of any net proceeds of the FEMA Make Whole after the Closing Date in excess of $140.0 million by the Borrower or any Subsidiary, the Borrower shall prepay an aggregate principal amount of Loans in an amount equal to 100% of such FEMA Make Whole proceeds on such date.

(ii) Subject to clause (vi) below, if (x) the Borrower or any of its Subsidiaries consummates an Asset Sale or (y) any Recovery Event occurs, and the transactions described in the foregoing clauses (x) or (y) result in the receipt by the Borrower and its Subsidiaries of Net Proceeds (any such transaction or series of related transactions being a "Relevant Transaction"), the Borrower shall give written notice to the Administrative Agent thereof promptly after the date of receipt of such Net Proceeds and the Borrower shall, prepay an aggregate principal amount of Term Loans in an amount equal to such Net Proceeds received in the aggregate since the Closing Date received from such Relevant Transaction within five (5) Business Days of receipt thereof by the Borrower or such Subsidiary;

provided that, notwithstanding anything to the contrary herein, to the extent required pursuant to the documentation governing any Super Priority Obligations, Net Proceeds of any Asset Sale shall be applied by the Borrower first to prepay or cash collateralize such Super Priority Obligations (including with respect to unreimbursed drawings, reimbursement obligations or cash collateral requirements) to the extent required by the terms thereof, and any remaining Net Proceeds shall be applied in accordance with this clause (i); provided further that, notwithstanding anything to the contrary herein, any prepayment of the Capital Raise New CoreCo Junior Term Loans made pursuant to this Section 2.10(b)(ii) in connection with any Asset Sale shall be accompanied by a prepayment premium in an amount equal to 3.00% of the principal amount so prepaid to the Administrative Agent, at the time of such prepayment, for the ratable account of each of the applicable Capital Raise New CoreCo Junior Term Loan Lenders, which premium shall be due and payable on the date of each such prepayment regardless of when such Asset Sale occurs.

(iii) [Reserved].

(iv) Each prepayment of Term Loans pursuant to Section 2.10(a)(ii) (A) shall be applied first, to the prepayment of Senior Term Loans and second, to the extent no Senior Term Loan Obligations are then-outstanding, to the prepayment of the Capital Raise New CoreCo Junior Term Loans, (B) shall be applied, with respect to each such Class for which

prepayments will be made, in a manner determined at the discretion of the Borrower in the applicable notice and, if not specified, in direct order of maturity to repayments thereof required pursuant to Section 2.3 and (C) shall be paid to the Appropriate Lenders in accordance with their respective pro rata share (or other applicable share provided by this Agreement) of each such Class of Term Loans, subject to clause (vi) of this Section (b).

(v) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made by the Borrower pursuant to clauses (i) through (iv) of this Section (b) at least five (5) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the aggregate amount of such prepayment to be made by the Borrower. The Administrative Agent will promptly notify each Appropriate Lender of the contents of the Borrower's prepayment notice and of such Appropriate Lender's Pro Rata Share of the prepayment. Each Lender holding Term Loans may reject all or a portion of its Pro Rata Share of any mandatory prepayment (such declined amounts, the "Declined Proceeds") of Term Loans required to be made by providing written notice (each, a "Rejection Notice") to the Administrative Agent and the Borrower no later than 5:00 p.m. (New York City time) one (1) Business Day prior to the date of such prepayment. Each Rejection Notice from a given Lender shall specify the principal amount of the mandatory repayment of Term Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Term Loans. Any Declined Proceeds shall be retained by the Borrower.

(vi) Foreign Dispositions. Notwithstanding any other provisions of this Section 2.10, (i) to the extent that any of or all the Net Proceeds of any Disposition by a Foreign Subsidiary ("Foreign Disposition"), the Net Proceeds of any Recovery Event from a Foreign Subsidiary (a "Foreign Recovery Event") would be (x) prohibited or delayed by applicable local law from being repatriated to the United States or (y) restricted by applicable material constituent documents, solely as a result of minority ownership and so long as such restrictions were not implemented for the purpose of avoiding such mandatory prepayment requirements, an amount equal to the Net Proceeds that would be so affected were a Borrower or a Restricted Subsidiary to attempt to repatriate such cash will not be required to be applied to repay Term Loans at the times provided in this Section 2.10(b) but shall be placed in a Deposit Account subject to a Control Agreement and segregated from other funds of such Foreign Subsidiary and may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law or applicable material constituent documents (solely as a result of minority ownership) would not permit repatriation to the United States and, if within one year following the date on which the respective prepayment would otherwise have been required such repatriation of any of such affected Net Proceeds is permissible under the applicable local law documents or applicable material constituent documents (solely as a result of minority ownership), even if such cash is not actually repatriated at such time, an amount equal to the amount of the Net Proceeds, as applicable, will be promptly (and in any event not later than five Business Days) applied (net of an amount equal to the additional taxes of the Borrower, the Subsidiaries and the direct and indirect holders of Equity Interests in the Borrower that would be payable or reserved against and any additional costs that would be incurred as a result of a repatriation, whether or not a repatriation actually occurs) by the Borrower or the Restricted Subsidiaries to the repayment of the Term Loans pursuant to this Section 2.10(b) to the extent provided herein and (ii) to the extent that a Borrower has determined in good faith that repatriation of any of or all the Net Proceeds of any Foreign Disposition or any Foreign Recovery Event attributable to Foreign Subsidiaries would have material adverse Tax consequences to Borrower or any of its Affiliates, such Net Proceeds so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.10(b); provided that the Borrower will use commercially reasonable efforts to eliminate or reduce any such material adverse Tax consequences to enable such repayment to be made.

(c) Prepayment Procedures. Prior to any optional or mandatory prepayment of Borrowings under this Section, the Borrower shall select the Borrowing or Borrowings to be prepaid

and shall specify such selection in the notice of such prepayment delivered pursuant to the following sentence. All such voluntary or mandatory prepayments shall be made (i) upon written notice on the Business Day prior to the date of prepayment, in the case of Base Rate Loans,(ii) upon not less than three Business Days' prior written notice in the case of SOFR Loans, and (iii) upon written notice in accordance with Section 2.10(b)(v), in the case of a mandatory prepayment pursuant to clauses (i) through (iv) of Section 2.10(b), in each case of (i),(ii) and (iii), given to the Administrative Agent by 1:00 p.m. (New York City time) on the date required (and the Administrative Agent will promptly advise each applicable Lender of the contents thereof). Upon the giving of any such notice, the principal amount of the Loans specified in such notice shall become due and payable on the prepayment date specified therein; provided that a notice of voluntary prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, the receipt of proceeds from the issuance of other Indebtedness or the Disposition of assets or the closing of a merger, amalgamation or acquisition transaction, in which case such notice of prepayment may be revoked or extended by the Borrower (by notice to the Administrative Agent on or prior to the specified date) if such condition is not satisfied or delayed in effectiveness; provided that the Borrower shall make any payments required to be made pursuant to Section 2.15(c) in connection therewith. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.1(b), except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.5(e). Notwithstanding anything herein to the contrary, prepayments pursuant to Section 2.10(a) and 2.10(b) shall be applied, first, to the prepayment of the Senior Term Loans and second, to the extent no Senior Term Loan Obligations are then-outstanding, to the prepayment of Capital Raise New CoreCo Junior Term Loans.

11. Reduction of Senior Term Loan Commitments and Capital Raise New CoreCo Junior Term Loan Commitments.

(a) The Borrower may from time to time reduce, in whole or in part, the Senior Term Loan Commitments and the Capital Raise New CoreCo Junior Term Loan Commitments; provided that each partial reduction of the Senior Term Loan Commitments or the Capital Raise New CoreCo Junior Term Loan Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $1,000,000.

(b) The Borrower shall notify the Administrative Agent of any election to reduce the Senior Term Loan Commitments or the Capital Raise New CoreCo Junior Term Loan Commitments at least three (3) Business Days prior to the effective date of such reduction, specifying such election and the effective date thereof. Each notice delivered by the Borrower pursuant to this Section 2.11 shall be irrevocable; provided that a notice of reduction of the Senior Term Loan Commitments or the Capital Raise New CoreCo Junior Term Loan Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit or debt facilities or the consummation of an acquisition or divestiture, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any reduction of the Senior Term Loan Commitments or the Capital Raise New CoreCo Junior Term Loan Commitments shall be permanent and may not be reinstated. Each reduction of the Senior Term Loan Commitments or the Capital Raise New CoreCo Junior Term Loan Commitments shall be made ratably among the Senior Term Loan Lenders or the Capital Raise New CoreCo Junior Term Loan Lenders in accordance with each Senior Term Loan Lender's Pro Rata Share of the Senior Term Loan Commitments or each Capital Raise New CoreCo Junior Term Loan Lender's Pro Rata Share of the Capital Raise New CoreCo Junior Term Loan Commitments, as applicable.

12. Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then:

(i) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date,

such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document, and

(ii) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5^{th}) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent (acting at the direction of the Required Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document but subject to the Borrower's consultation rights set forth in this Agreement, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent (acting at the direction of the Required Lenders) will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement, and (iii) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below and (iv) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its (or their) sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.12.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent (acting at the direction of the Required Lenders) may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent (acting at the direction of the Required Lenders) may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued

during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

13. General Provisions Regarding Payments.

(a) All payments by the Borrower of principal, interest, fees and other Obligations shall be made in Dollars in same day funds, without defense, recoupment, setoff or counterclaim, free of any restriction or condition, and delivered to the Administrative Agent not later than 1:00 p.m. (New York City time) on the date due at the Principal Office of the Administrative Agent for the account of Lenders.

(b) All payments in respect of the principal amount of any Loan shall be accompanied by payment of any fees required to be paid in connection with such principal payment pursuant to Section 2.8 and payment of accrued interest on the principal amount being repaid or prepaid, and all such payments (and, in any event, any payments in respect of any Loan on a date when interest is due and payable with respect to such Loan) shall be applied to the payment of interest then due and payable before application to principal.

(c) The Administrative Agent (or its agent or sub-agent appointed by it) shall promptly distribute to each Lender at such address as such Lender shall indicate in writing, such Lender's applicable Pro Rata Share of all payments and prepayments of principal and interest due hereunder, together with all other amounts due related thereto, including all fees payable with respect thereto, to the extent received by the Administrative Agent.

(d) Notwithstanding the foregoing provisions hereof, if any Conversion/Continuation Notice is withdrawn as to any Affected Lender or if any Affected Lender makes Base Rate Loans in lieu of its Pro Rata Share of any SOFR Loans, the Administrative Agent shall give effect thereto in apportioning payments received thereafter.

(e) Whenever any payment to be made hereunder with respect to any Loan shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

(f) The Administrative Agent, may, in its sole discretion, deem any payment by or on behalf of the Borrower hereunder that is not made in same day funds prior to 1:00 p.m. (New York City time) (unless a later time is otherwise specified herein with respect to such payment) to be a non-conforming payment. Any such non-conforming payment shall not be deemed to have been received by the Administrative Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. Any non-conforming payment may constitute or become a Default or Event of Default in accordance with the terms of Section 7.1(a). Interest shall continue to accrue on any principal as to which a non-conforming payment is made until such funds become available funds (but in no event less than the period from the date of such payment to the next succeeding applicable Business Day) at the rate determined pursuant to Section 2.7, if applicable, from the date such amount was due and payable until the date such amount is paid in full.

14. Ratable Sharing. The Lenders hereby agree among themselves that if any of them shall, whether by voluntary payment (other than a voluntary prepayment of Loans made and applied in accordance with the terms hereof), through the exercise of any right of set off or banker's lien, or by counterclaim or cross action or by the enforcement of any right under the Loan Documents or otherwise, or as adequate protection of a deposit treated as cash collateral under Bankruptcy Laws, receive payment or reduction of a proportion of the aggregate amount of principal, interest, fees and other amounts then due and owing to such Lender hereunder or under the other Loan Documents (collectively, the "Aggregate Amounts Due" to such Lender) which is greater than the proportion received by any other Lender in respect of the Aggregate Amounts Due to such other Lender, then the Lender receiving such proportionately greater payment shall (a) notify each other Lender of the receipt of such payment and (b) apply a portion of such payment to purchase participations (which it shall be deemed to have

purchased from each seller of a participation simultaneously upon the receipt by such seller of its portion of such payment) in the Aggregate Amounts Due to the other Lenders so that all such recoveries of Aggregate Amounts Due shall be shared by all Lenders in proportion to the Aggregate Amounts Due to them; provided that if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of the Borrower or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. The Borrower expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, consolidation, set off or counterclaim with respect to any and all monies owing by the Borrower to that holder with respect thereto as fully as if that holder were owed the amount of the participation held by that holder. The provisions of this Section 2.14 shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement as in effect from time to time or (ii) any payment obtained by any Lender as consideration for the assignment or sale of a participation in any of its Loans or other Obligations owed to it. For purposes of clause (c) of the definition of "Excluded Taxes", a Lender that acquires a participation pursuant to this Section 2.14 shall be treated as having acquired such participation on the earlier date on which such Lender acquired the applicable interest in the Loan to which such participation relates.

15. Making or Maintaining SOFR Loans.

(a) Inability to Determine Applicable Interest Rate. Subject to Section 2.12, if, on or prior to the first day of any Interest Period for any SOFR Loan:

(i) the Administrative Agent or the Required Lenders determine (which determination shall be conclusive and binding absent manifest error but shall be made only after consultation with the Borrower) that Term SOFR cannot be determined pursuant to the definition thereof, or

(ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan (which determination shall be conclusive and binding absent manifest error but shall be made only after consultation with the Borrower and the Administrative Agent), and the Required Lenders have provided notice of such determination to the Administrative Agent and the Borrower, the Administrative Agent will promptly so notify the Borrower and each Lender.

Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.15(c). Subject to Section 2.12, if the Administrative Agent or the Required Lenders determine (which determination shall be conclusive and binding absent manifest error but shall be made only after consultation with the Borrower) that "Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate" until the Administrative Agent revokes such determination. Notwithstanding anything to the contrary set forth herein, any consultation

with the Borrower pursuant to the foregoing provisions of this Section 2.15(a) shall not be required with respect to any determination by the Administrative Agent or the Required Lenders as to whether any market practice or convention is administratively feasible.

(b) Illegality of SOFR Loans. If any Lender reasonably determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent) (an "Illegality Notice"), (i) any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended, and (ii) the interest rate on which Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate", in each case until each Affected Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (the interest rate on which Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate"), on the last day of the Interest Period therefor, if all Affected Lenders may lawfully continue to maintain such SOFR Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Loans to such day, in each case until the Administrative Agent is advised in writing by each Affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate or Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.15(c).

(c) Compensation for Breakage or Non-Commencement of Interest Periods. The Borrower shall compensate each Lender, upon written request by such Lender (which request shall set forth the basis for requesting such amounts in reasonable detail), for all reasonable losses, expenses and liabilities (including any interest paid or payable by such Lender to lenders of funds borrowed by it to make or carry its SOFR Loans and any loss, expense or liability sustained by such Lender in connection with the liquidation or re-employment of such funds but excluding loss of anticipated profits) which such Lender may sustain: (i) if for any reason (other than a default by such Lender) a borrowing of any SOFR Loan does not occur on a date specified therefor in a Funding Notice, or a conversion to or continuation of any SOFR Loan does not occur on a date specified therefor in a Conversion/Continuation Notice; (ii) if any prepayment or other principal payment of, or any conversion of, any of its SOFR Loans occurs on a date prior to the last day of an Interest Period applicable to that Loan; or (iii) if any prepayment of any of its SOFR Loans is not made on any date specified in a notice of prepayment given by the Borrower.

(d) Booking of SOFR Loans. Any Lender may make, carry or transfer SOFR Loans at, to, or for the account of any of its branch offices or the office of an Affiliate of such Lender.

16. Increased Costs; Capital Requirements.

(a) Increased Costs. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Term SOFR);

(ii) subject any Recipient to any Taxes (other than (A) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, (B) Indemnified Taxes indemnifiable under Section 2.17 and (C) Connection Income Taxes) on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient, the Borrower will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

17. Taxes.

(a) All payments made by or on behalf of any Loan Party to a Recipient under any Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes (except as required by applicable Law). If applicable Law (as determined in the good faith discretion of any applicable withholding agent) requires any Indemnified Taxes to be withheld by any applicable withholding agent from any amounts payable under any Loan Document, the amounts so payable by or on behalf of any Loan Party shall be increased to the extent necessary so that after such deduction or withholding has been made (including such deductions and withholdings of Indemnified Taxes applicable to additional sums payable under this Section 2.17) the applicable Lender (or, in the case of any amounts received by the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Without duplication of Section 2.17(a), the Loan Parties shall pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Whenever any Indemnified Taxes are payable or remittable by a Loan Party, as soon as practicable thereafter the Loan Party shall send to the applicable Recipient the original

or a certified copy of an original official receipt received by the Loan Party or other reasonably satisfactory evidence showing payment thereof.

(d) Without duplication of Section 2.17(a), the Loan Parties shall indemnify each Recipient for the full amount of Indemnified Taxes (including any Indemnified Taxes imposed on amounts payable under this Section 2.17) payable or paid by such Recipient, and any liability (including penalties, additions to Tax, interest and any reasonable expenses, in each case other than those arising from the gross negligence, willful misconduct or (other than with respect to an Agent) bad faith of a Recipient as determined by a final non-appealable judgment of a court of competent jurisdiction) arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted by the relevant Governmental Authority. Such indemnification shall be made within 10 days after the date the Recipient makes written demand therefor (which demand shall set forth in reasonable detail the nature and amount of Indemnified Taxes for which indemnification is being sought). A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), the Collateral Agent or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay such Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Party under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such Recipient and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Loan Party, upon the request of such Recipient, agrees to repay the amount paid over to the Loan Party (plus interest attributable to the period during which the Loan Party held such funds and any penalties, additions to Tax, interest or other charges imposed by the relevant Governmental Authority) to such Recipient in the event such Recipient is required to repay such refund to such Governmental Authority. This Section 2.17(e) shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person.

(f) Upon the reasonable request of the Borrower or the Administrative Agent, a Lender that is entitled to an exemption from or reduction of any applicable withholding Tax with respect to any payments under this Agreement or any other Loan Document shall deliver to the Borrower and the Administrative Agent such properly completed and executed documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent (in such number of copies as shall be reasonably requested by the Borrower or the Administrative Agent, as applicable) as will permit such payments to be made without withholding or at a reduced rate prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent); provided that the completion, execution or submission of such documentation required under this Section 2.17(f) (other than such documentation set forth in Section 2.17(g)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Lender shall deliver the forms and other documentation required to be provided under this Section 2.17: (i) on or before the date it becomes a party to this Agreement, (ii) promptly upon the obsolescence, expiration, inaccuracy, or invalidity of any form previously delivered by such Lender, and (iii) at such other times as may be reasonably requested by the Borrower or the Administrative Agent or as required by Law. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any documentation previously delivered to the Borrower or the Administrative Agent. Notwithstanding anything in this Section 2.17 to the contrary, no Lender shall be required to provide any form or other documentation pursuant to this Section 2.17 that it is not legally eligible to provide.

(g) Without limiting the generality of Section 2.17(f):

(i) Each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) two executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax.

(ii) Each Lender that is not a "United States person" (as such term is defined in Section 7701(a)(30) of the Code) (a "Foreign Lender") shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two executed copies of whichever of the following is applicable:

(A) In the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, IRS Form W-8BEN or Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such tax treaty;

(B) IRS Form W-8ECI;

(C) In the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit F-1 (a "U.S. Tax Compliance Certificate") and (y) IRS Form W-8BEN or Form W-8BEN-E, as applicable; or

(D) To the extent a Foreign Lender is not the beneficial owner, IRS Form W-8IMY, accompanied by IRS Form W-8ECI, Form W-8BEN, Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, IRS Form W-9 or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-4 on behalf of each such direct and indirect partner.

(iii) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(iv) If a payment made to any Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with its obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment.

Solely for the purpose of this Section 2.17(g)(iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) If the Administrative Agent is a "United States person" within the meaning of Section 7701(a)(30) of the Code, then it shall, on or prior to the date on which it becomes the Administrative Agent, provide the Borrower with a properly completed and duly executed copy of IRS Form W-9 confirming that the Administrative Agent is exempt from U.S. federal back-up withholding. If the Administrative Agent is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, then it shall, on or prior to the date on which it becomes the Administrative Agent, provide the Borrower with, (i) with respect to payments made to the Administrative Agent for its own account, a properly completed and duly executed IRS Form W-8ECI (or other applicable IRS Form W-8), and (ii) with respect to payments made to the Administrative Agent for the account of any Lender, a properly completed and duly executed IRS Form W-8IMY confirming that the Administrative Agent agrees to be treated as a "United States person" for U.S. federal withholding Tax purposes. The Administrative Agent shall, (A) promptly upon the obsolescence, expiration, inaccuracy or invalidity of any form previously delivered by the Administrative Agent under this clause (h), and (B) at such other times as may be reasonably requested by the Borrower or as required by Law, deliver promptly to the Borrower an updated form or other appropriate documentation (in such number of copies as shall be reasonably requested by the Borrower) or promptly notify the Borrower in writing of its legal ineligibility to do so. Notwithstanding anything in this clause (h) to the contrary, the Administrative Agent shall not be required to provide any documentation pursuant to this clause (h) that the Administrative Agent is unable to deliver as a result of a Change in Law after the date of this Agreement.

(i) The agreements in this Section 2.17 shall survive the resignation and/or replacement of the Administrative Agent and/or the Collateral Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments, the termination of this Agreement or any other Loan Document and the repayment, satisfaction or discharge of all other Obligations.

(j) For U.S. federal, state and local income tax purposes, the Loan Parties intend, and agree, that the Loans and the other Obligations (i) constitute indebtedness of the applicable Loan Parties and (ii) shall not be treated as contingent payment debt instruments within the meaning of Treasury Regulation Section 1.1275-4 (or any successor regulation). The Loan Parties agree to file all tax returns and reports, and to take no position inconsistent with the foregoing, unless otherwise required by applicable Law.

18. Obligation to Mitigate. Each Lender agrees that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Lender or that would entitle such Lender to receive payments or would require the Borrower to pay amounts under Section 2.15, 2.16 or 2.17, it will, to the extent not inconsistent with the internal policies of such Lender and any applicable legal or regulatory restrictions, use reasonable efforts to (a) make, issue, fund or maintain its Loans through another office of such Lender, or (b) take such other measures as such Lender may deem reasonable, if as a result thereof the circumstances which would cause such Lender to be an Affected Lender would cease to exist or the additional amounts which would otherwise be required to be paid to such Lender or by the Borrower pursuant to Section 2.15, 2.16 or 2.17 would be reduced and if, as determined by such Lender in its sole discretion, the making, funding or maintaining of such Loans through such other office or in accordance with such other measures, as the case may be, would not otherwise adversely affect such Loans or the interests of such Lender; provided that such Lender will not be obligated to utilize such other office or take such other measures pursuant to this Section 2.18 unless the Borrower agrees to pay all incremental expenses incurred by such Lender as a result of utilizing such other office or taking such other measures as described above. A certificate as to the amount of any such expenses payable by the Borrower pursuant to this Section 2.18 (setting forth in reasonable detail the basis for requesting such amount) submitted by such Lender to the Borrower (with a copy to the

Administrative Agent) shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

19. Removal or Replacement of a Lender. Notwithstanding anything contained herein to the contrary, in the event that: (a)(i) any Lender shall give notice to the Borrower that such Lender is an Affected Lender or that such Lender is entitled to receive payments or that the Borrower is required to make payments under Section 2.15, 2.16 or 2.17 (an "Increased Cost Lender"), (ii) the circumstances which have caused such Lender to be an Affected Lender or which entitle such Lender to receive or the Borrower to make such payments shall remain in effect, and (iii) such Lender shall fail to withdraw such notice within five Business Days after the Borrower's request for such withdrawal; (b) in connection with any proposed amendment, modification, termination, waiver or consent with respect to any of the provisions hereof as contemplated by Section 9.1, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders (each a "Non-Consenting Lender") whose consent is required shall not have been obtained; then, with respect to each such Increased Cost Lender or Non-Consenting Lender (the "Terminated Lender"), the Borrower may, by giving written notice to the Administrative Agent and any Terminated Lender of its election to do so, elect to cause such Terminated Lender (and such Terminated Lender hereby irrevocably agrees) to assign its outstanding Loans in full to one or more Persons permitted to become Lenders hereunder pursuant to and in accordance with the provisions of Section 9.6 (each a "Replacement Lender") and the Borrower shall pay the fees, if any, payable thereunder in connection with any such assignment from an Increased Cost Lender or a Non-Consenting Lender; provided that, (A) on the date of such assignment, such Terminated Lender shall have received payment from the Replacement Lender or the Borrower in an amount equal to the sum of (1) the principal of, and all accrued interest on, all outstanding Loans of the Terminated Lender and (2) all accrued, but theretofore unpaid fees owing to such Terminated Lender pursuant to Section 2.8; (B) in the case of any such assignment resulting from a claim for compensation under Section 2.15(c), 2.16 or 2.17, such assignment will result in a material reduction in such compensation and on the date of such assignment, the Borrower shall pay any amounts payable to such Terminated Lender pursuant to Section 2.15, 2.16 or 2.17; or otherwise as if it were a prepayment and (C) in the event such Terminated Lender is a Non-Consenting Lender, each Replacement Lender shall consent, at the time of such assignment, to each matter in respect of which such Terminated Lender was a Non-Consenting Lender. Upon the prepayment of all amounts owing to any Terminated Lender, such Terminated Lender shall no longer constitute a "Lender" for purposes hereof; provided, any rights of such Terminated Lender to indemnification hereunder shall survive as to such Terminated Lender. Each Lender agrees that if the Borrower exercises its option hereunder to cause an assignment by such Lender as a Non-Consenting Lender or Terminated Lender, such Lender shall, promptly after receipt of written notice of such election, execute and deliver all documentation necessary to effectuate such assignment in accordance with Section 9.6; provided that each party hereto agrees that an assignment required pursuant to this Section 2.19 may be effected pursuant to an Assignment and Acceptance executed by the Borrower and the assignee and that the Lender required to make such assignment need not be a party thereto, and each Lender required to make such assignment shall be deemed to have executed and delivered such documentation as may be required to give effect to an assignment in accordance with Section 9.6 on behalf of a Non-Consenting Lender or Terminated Lender and any such documentation so deemed executed shall be effective for purposes of documenting an assignment pursuant to Section 9.6.

20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the Commitment and Outstanding Amount of such Defaulting Lender shall not be included in determining whether the Required Lenders, or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.1); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders affected thereby shall, except as otherwise provided in Section 9.1, require the consent of such Defaulting Lender in accordance with the terms hereof. In the event that the Borrower agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then on such date such Lender shall purchase at par such of the Loans of the applicable Class of the other Lenders of such Class as the Borrower shall determine may be necessary in order for such Lender to hold such Loans of each applicable Class in accordance with its Pro Rata Share in respect of such Class; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided

further that, except as otherwise expressly agreed by the affected parties, no change hereunder from a Defaulting Lender to a Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

21. Extension of Term Loans.

(a) Extension of Term Loans. The Borrower may at any time and from time to time request that all or a portion of the Term Loans of a given Class or Classes (each, an "Existing Term Loan Tranche") be amended to extend the scheduled Maturity Date with respect to all or a portion of the Term Loans of such Existing Term Loan Tranche (any such Term Loans which have been so amended, "Extended Term Loans") and to provide for other terms consistent with this Section 2.21. In order to establish any Extended Term Loans, the Borrower shall provide a notice to the Administrative Agent for further distribution to the Lenders (each, an "Extension Request") setting forth the proposed terms of the Extended Term Loans to be established, which shall (x) be identical as offered to each Lender under the same Class in such Existing Term Loan Tranche (including as to the proposed interest rates and fees payable, but excluding any customary arrangement, structuring or other similar fees payable in connection therewith that are not generally shared with all relevant Lenders of such Class) and offered pro rata to each Lender under the same Class in such Existing Term Loan Tranche and (y) be identical in all respects to the Term Loans under the same Class in the Existing Term Loan Tranche from which such Extended Term Loans are intended to be amended, except that: (i) all or any of the scheduled amortization payments of principal of the Extended Term Loans may be delayed to later dates than the scheduled amortization payments of principal of the Term Loans of such Existing Term Loan Tranche, to the extent provided in the applicable Extension Amendment; provided, however, that at no time shall there be Classes of Extended Term Loans hereunder which have more than five (5) different Maturity Dates; (ii) [reserved]; (iii) the Extension Amendment may provide for other covenants and terms that apply solely to any period after the Latest Maturity Date that is in effect on the effective date of the Extension Amendment (immediately prior to the establishment of such Extended Term Loans); and (iv) Extended Term Loans may have prepayment terms (including call protection) as may be agreed by the Borrower and the Lenders thereof; provided, however, that (A) in no event shall the Maturity Date of any Extended Term Loans of a given Term Loan Extension Series at the time of establishment thereof be earlier than the Latest Maturity Date that is in effect on the effective date of the Extension Amendment (immediately prior to the establishment of such Extended Term Loans), (B) the Weighted Average Life to Maturity of any Extended Term Loans of a given Term Loan Extension Series at the time of establishment thereof shall be no shorter than the remaining Weighted Average Life to Maturity of the Existing Term Loan Tranche, (C) no Extension Amendment shall include any provision that subordinates, or has the effect of subordinating, the one or more Classes of Term Loans or the Liens securing such Class or Classes of Term Loans to the payment of any Extended Term Loans or the Liens securing any Extended Term Loans, (D) all documentation in respect of such Extension Amendment shall be consistent with the foregoing and (E) any Extended Term Loans may participate on a pro rata basis or less than a pro rata basis (but not greater than a pro rata basis) in any voluntary repayments or prepayments of principal of Term Loans hereunder and on a pro rata basis or less than a pro rata basis (but not greater than a pro rata basis (except in the case of a prepayment under Section 2.10(b)(iv))), in any mandatory repayments or prepayments of Term Loans hereunder, in each case as specified in the respective Extension Request. Any Extended Term Loans amended pursuant to any Extension Request shall be designated a series (each, a "Term Loan Extension Series") of Extended Term Loans for all purposes of this Agreement; provided that any Extended Term Loans amended from an Existing Term Loan Tranche may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any previously established Class of Term Loans (in which case scheduled amortization with respect thereto shall be proportionately increased). Each request for Extended Term Loans proposed to be incurred under this Section 2.21 shall be in an aggregate principal amount that is not less than $15,000,000 (it being understood that the actual principal amount thereof provided by the applicable Lenders may be lower than such minimum amount).

(b) Extension Request. The Borrower shall provide the applicable Extension Request at least ten (10) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the date on which Lenders under the Existing Term Loan Tranche are requested to respond, and shall establish such procedures, if any, acting reasonably to accomplish the purposes of this Section 2.21. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing

Term Loan Tranche amended into Extended Term Loans. Any Lender holding a Loan under an Existing Term Loan Tranche (each, an "Extending Term Lender") wishing to have all or a portion of its Term Loans under the Existing Term Loan Tranche subject to such Extension Request amended into Extended Term Loans shall notify the Administrative Agent (each, an "Extension Election") on or prior to the date specified in such Extension Request of the amount of its Term Loans under the Existing Term Loan Tranche which it has elected to request be amended into Extended Term Loans (subject to any minimum denomination requirements imposed by the Borrower). In the event that the aggregate principal amount of Term Loans under the Existing Term Loan Tranche in respect of which applicable Lenders shall have accepted the relevant Extension Request exceeds the amount of Extended Term Loans requested to be extended pursuant to the Extension Request, Term Loans subject to Extension Elections shall be amended to Extended Term Loans on a pro rata basis (subject to rounding by the Borrower, which shall be conclusive) based on the aggregate principal amount of Term Loans included in each such Extension Election.

(c) Extension Amendment. Extended Term Loans shall be established pursuant to an amendment (each, a "Extension Amendment") to this Agreement among the Borrower, the Administrative Agent (acting at the direction of the Extending Term Lenders) and each Extending Term Lender providing an Extended Term Loan thereunder, which comply in all respects with the provisions set forth in Section 2.15(a) or (b) above, respectively (but which shall not require the consent of any other Lender). The effectiveness of any Extension Amendment shall be subject to the satisfaction (or waiver in accordance with such Extension Amendment) on the date thereof of each of the following conditions:

(i) subject to Section 1.6(a), the representations and warranties of each Loan Party set forth in Section 3 and in each other Loan Document shall be true and correct in all material respects on and as of the date of such Extension Amendment with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; provided, however, that, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(ii) subject to Section 1.6(a), no Default or Event of Default shall exist or would result from such Extension Amendment; and

(iii) to the extent reasonably requested by the Extending Term Lenders, receipt by the Administrative Agent and the Extending Term Lenders of (i) legal opinions, board resolutions and officers' certificates consistent with those delivered on the Closing Date (conformed as appropriate) other than changes to such legal opinions that are reasonably satisfactory to the Extending Term Lenders and (ii) reaffirmation agreements and/or such amendments to the Security Documents as may be reasonably requested by the Extending Term Lenders in order to ensure that the Extended Term Loans are provided with the benefit of the applicable Loan Documents.

The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension Amendment. Each of the parties hereto hereby agrees that this Agreement and the other Loan Documents may be amended pursuant to an Extension Amendment, without the consent of any other Lenders, solely in compliance with Section 2.21(a) to the extent (but only to the extent) necessary to (i) reflect the existence and terms of the Extended Term Loans incurred pursuant thereto, (ii) modify the scheduled repayments set forth in Section 2.3 with respect to any Existing Term Loan Tranche subject to an Extension Election to reflect a reduction in the principal amount of the Term Loans required to be paid thereunder in an amount equal to the aggregate principal amount of the Extended Term Loans amended pursuant to the applicable extension (with such amount to be applied ratably to reduce scheduled repayments of such Term Loans required pursuant to Section 2.3), (iii) modify the prepayments set forth in Section 2.10 to reflect the existence of the Extended Term Loans and the application of prepayments with respect thereto, (iv) address technical issues relating to funding and payments and (v) effect such other amendments to this Agreement and the other Loan Documents as may be necessary or appropriate,

in the reasonable opinion of the Administrative Agent (acting at the direction of the Extending Term Lenders) and the Borrower, to effect the provisions of this Section 2.21 and the Required Lenders hereby expressly authorize the Administrative Agent to enter into any such Extension Amendment.

No conversion or extension of Loans or Commitments pursuant to any extension in accordance with this Section 2.21 shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement. This Section 2.21 shall supersede any provisions in Section 2.14 or 9.1 to the contrary.

Section 3. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to induce the Lenders to make the Loans, the Borrower represents and warrants to the Administrative Agent and each Lender that:

1. Financial Condition. The audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 2025 and the audited consolidated statements of operations, comprehensive loss and cash flow of the Borrower and its consolidated Subsidiaries for such fiscal period then ended, copies of which have heretofore been furnished to the Administrative Agent for delivery to each Lender, in each case, present fairly in all material respects the consolidated financial condition of the Borrower and its consolidated Subsidiaries as at such date, and the consolidated results of operations and consolidated cash flows of the Borrower and its consolidated Subsidiaries for the fiscal year then ended. The unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 2025 and the unaudited consolidated statements of operations, comprehensive loss and cash flow of the Borrower and its consolidated Subsidiaries for the fiscal period then ended, copies of which have heretofore been furnished to the Administrative Agent for delivery to each Lender, in each case, present fairly in all material respects the consolidated financial condition of the Borrower and its consolidated Subsidiaries as at such date, and the consolidated results of operations and consolidated cash flows of the Borrower and its consolidated Subsidiaries for the fiscal period then ended. Such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the period involved (except as disclosed therein).

2. No Change. Since the Closing Date, there has been no development or event that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3. Existence; Compliance with Law. Each Loan Party (a) is duly incorporated, organized or formed, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its incorporation, organization or formation, (b) has the organizational power and authority and all requisite Permits from Governmental Authorities to own and operate its Property, to lease the Property it leases as a lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization or body corporate and in good standing under the laws of each jurisdiction (if applicable) where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (d) is in compliance with such Loan Party's Organizational Documents and all Requirements of Law, except, in the case of clause (a) above with respect to any Loan Party other than the Borrower, and in the cases of clauses (b), (c) and (d) above, to the extent that failure of the same could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4. Power; Authorization; Enforceable Obligations. (a) Each Loan Party has the requisite corporate or other organizational power and authority to make, deliver and perform the Loan Documents to which it is a party. (b) Each Loan Party has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. (c) No material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the borrowings hereunder, the granting of Liens pursuant to the Security Documents or the execution, delivery or performance of this Agreement or any of the other Loan Documents, except (i) those consents, authorizations, filings and notices that have been obtained or made and are in full force and effect and (ii) the filings or other actions referred to in Section 3.19. (d) Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto and constitutes a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except

as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5. No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not contravene, violate or result in a breach of or default under any Loan Party's Organizational Documents, any Requirement of Law or any Contractual Obligation of any Loan Party, other than any violation that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents).

6. No Material Litigation. No litigation, action, suit, claim, dispute, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against any Loan Party or against any of their respective properties or revenues that (i) could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (ii) as of the Closing Date, purports to affect or pertain to any of the Loan Documents or any of the transactions contemplated hereby or thereby.

7. No Default. No Default or Event of Default has occurred and is continuing. No Loan Party is in default under or with respect to any Contractual Obligation that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

8. Ownership of Property; Liens. Each of the Loan Parties has title in fee simple or good and valid title, as the case may be, to, or a valid leasehold interest in, or easements or other limited property interests in, all its real or immoveable property necessary in the ordinary conduct of its business, and good title to, or a valid leasehold interest in, or valid license of or other right to use, all its other Property necessary for the conduct of its business as currently conducted, in each case except where the failure to have such title, interest, license or right could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and none of such Property is subject to any Lien except as permitted by Section 6.6.

9. IP Rights. Each of the Loan Parties owns, or is licensed or otherwise has the right to use, all IP Rights necessary for the conduct of its business as currently conducted except to the extent such failure could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No claim has been asserted and is pending by any Person challenging or questioning the use of any IP Rights by any Loan Party or the validity or effectiveness of any IP Rights, and the Borrower does not know of any valid basis for any such claim, in each case except to the extent that any such claim could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the knowledge of the Borrower, the use of IP Rights by the Loan Parties does not infringe on the IP Rights of any Person, except for such infringements which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

10. Taxes. Each of the Loan Parties has filed or caused to be filed all tax returns that are required to be filed and has paid all Taxes due and payable by it (including in its capacity as a withholding agent) other than (a) any amount the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Loan Party or (b) where the failure to make such filing, payment, deduction, withholding, collection or remittance could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and no Lien for Tax has been filed, other than a Permitted Lien, and, to the knowledge of the Borrower, no claim is being asserted, with respect to any such Tax, fee or other charge except, in each case, as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

11. Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for any purpose that violates the provisions of Regulations T, U or X.

12. Labor Matters. There are no strikes or other labor disputes against any Loan Party pending or, to the knowledge of the Borrower threatened, that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All payments due from the Loan Parties on account of employee health and welfare insurance that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect if not paid have been paid or accrued as a liability on the books of the relevant Loan Party.

13. ERISA. As of the date hereof, there are no Pension Plans or Multiemployer Plans. None of the Borrower or any Commonly Controlled Entity has had a complete or partial

withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a liability under ERISA, except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

14. Investment Company Act. No Loan Party is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940.

15. Subsidiaries.

(a) The Persons listed on Schedule 3.15 constitute all the Subsidiaries of the Borrower as of the Closing Date. Schedule 3.15 sets forth as of the Closing Date the name and jurisdiction of incorporation or organization of each Person listed therein and the percentage of each class of Capital Stock of such Person owned by the Borrower and each Subsidiary.

(b) As of the Closing Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments granted to any Person other than the Borrower and its Subsidiaries (other than directors' qualifying shares or other similar shares required pursuant to applicable Law) of any nature relating to any Capital Stock of any Subsidiary owned directly or indirectly by the Borrower; provided that, with respect to any non-Wholly-Owned Subsidiary, its Capital Stock may be subject to customary rights of first refusal, tag-along, drag-along and other similar rights.

16. Use of Proceeds. The proceeds of the Loans are being used (a) to consummate the transactions contemplated by the Restructuring Support Agreement and the Restructuring Plan (including, without limitation, the refinancing, exchange, compromise or discharge of certain existing Indebtedness of the Borrower and its Subsidiaries), (b) to fund, to the extent applicable, the issuance of the Initial Term Loans (including any cashless roll or exchange of existing Indebtedness into such Initial Term Loans), (c) to satisfy the Minimum Liquidity Condition (as defined in the Restructuring Support Agreement), (d) to pay fees, costs and expenses incurred in connection with the foregoing and the Transactions and (e) for general corporate purposes of the Borrower and its Restricted Subsidiaries. For the avoidance of doubt, to the extent any Initial Term Loans are deemed funded through a cashless roll, exchange or other non-cash mechanism, such Loans are deemed to have been applied in accordance with this Section 3.16.

17. Environmental Matters. Other than exceptions to any of the following that could not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect:

(a) The Loan Parties and each of their respective facilities and operations: (i) are in compliance with all applicable Environmental Laws; (ii) hold all Environmental Permits (each of which is in full force and effect) required for any of their current operations or for any property owned, leased, or otherwise operated by any of them; (iii) are in compliance with all of their Environmental Permits; (iv) have taken reasonable steps to ensure each of their Environmental Permits will be timely maintained, renewed and complied with; and (v) have no knowledge of any facts or circumstances upon which any such Environmental Permits could reasonably be expected to be adversely amended or revoked.

(b) Hazardous Materials are not present at, on, under, in, or emanating from any property now or, to the knowledge of the Borrower, formerly owned, leased or operated by the Borrower or any of the Loan Parties, or, to the knowledge of the Borrower, at any other location (including any location to which Hazardous Materials have been sent for reuse or recycling or for treatment, storage, or disposal) which could reasonably be expected to (i) give rise to liability of the Borrower or Loan Party under any applicable Environmental Law or otherwise result in costs to the Borrower or any Loan Party, or (ii) interfere with the Borrower's or any Loan Party's continued operations.

(c) There are no Environmental Claims to which the Borrower or any of the Loan Parties is, or to the knowledge of the Borrower will be, named as a party that is pending or, to the knowledge of the Borrower, threatened. To the knowledge of the Borrower, there are no facts or circumstances that could reasonably be expected to give rise to any such Environmental Claim.

(d) None of the Borrower nor any Loan Party has received any written request for information, or been notified that it is a potentially responsible party or subject to liability

under or relating to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or any other Environmental Law, or with respect to any Hazardous Materials, excluding any such matters that have been fully resolved with no further obligation or liability on the part of the Borrower or any Loan Party.

(e) None of the Borrower nor any Loan Party has entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral or other form of dispute resolution, relating to compliance with or liability under any Environmental Law, excluding any such matters that have been fully resolved with no further obligation or possible liability on the part of the Borrower or any Loan Party.

18. Accuracy of Information, Etc

. No statement or information contained in this Agreement, any other Loan Document, or any other document, certificate or written statement (other than any projections and information of a general economic or general industry nature) furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, when taken as a whole, contained as of the date such statement, information, document or certificate was so furnished (as modified or supplemented by other information so furnished), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not materially misleading. The projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

19. Security Documents. Each of the Security Documents is effective to create in favor of the Collateral Agent (or any common representative under the Intercreditor Agreement, if applicable), a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of (i) any Pledged Stock (as defined in the Security Agreement) which is in certificated form, when any stock, membership or partnership unit certificates representing such Pledged Stock are delivered to, and in the possession of, the Collateral Agent (or the controlling authorized representative in accordance with the Intercreditor Agreement) and (ii) the other Collateral described in the Security Documents, when financing statements and other filings in appropriate form are filed or registered in the office specified on Schedule 3.19, the security interest created in favor of the Collateral Agent (or any common representative under the Intercreditor Agreement, if applicable), in such Pledged Stock and other Collateral shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Stock, other Collateral and the proceeds thereof, in which a security interest may be perfected by delivery to the Collateral Agent (or, if applicable, the controlling authorized representative in accordance with the Intercreditor Agreement) of such Pledged Stock or by filing a financing statement in the United States or other filing or registration in any applicable non-U.S. jurisdiction as security for the Obligations, in each case, prior and superior in right to any other Person (other than Persons holding Liens or other encumbrances or rights that are permitted by this Agreement to be incurred pursuant to Section 6.6).

20. Solvency. As of the Closing Date and after giving effect to any Loans made on the Closing Date and the consummation of the other Transactions, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

21. [Reserved].

22. Anti-Money Laundering, Anti-Corruption Laws, Ex-Im Laws and Sanctions.

(a) Each of the Loan Parties and each of their Subsidiaries is in compliance in all material respects with Ex-Im Laws, Anti-Corruption Laws, and Sanctions. None of the Loan Parties or any of their Subsidiaries is in violation of any Anti-Money Laundering Laws in any material respect.

(b) No action, suit, proceeding, claim, dispute, cause of action, investigation or enforcement action by or before any Governmental Authority involving any of the Loan Parties or any of their Subsidiaries, or any of their respective directors, managers, officers, or, to the knowledge of any Loan Party, employees, agents or other Persons acting on behalf of or at the direction of any of the Loan Parties or Subsidiaries thereof, with respect to Anti-Money Laundering Laws, Anti-Corruption Laws, Ex-Im Laws or Sanctions is pending or, to the knowledge of the Loan Parties party hereto, threatened.

(c) Each of the Loan Parties has instituted and maintains policies or procedures that are reasonably designed to promote compliance by it and its Subsidiaries, and their respective directors, managers, officers and employees with applicable Anti-Corruption Laws, Ex-Im Laws, and Sanctions.

(d) None of the Loan Parties nor any Subsidiary thereof, nor, any director, manager, officer, or to the knowledge of the Loan Parties, employee, agent, Affiliate, or other Person acting on behalf of or at the direction of any Loan Party or Subsidiary thereof, is a Person that is a Restricted Person.

(e) No Restricted Person has or holds a property interest (as defined by the relevant Sanctions) in the Collateral and the Collateral is not Blocked Property. The granting or maintenance of the Collateral to or by any Person, and the enforcement of the Collateral to or by any of the Agents, will not violate nor cause a violation by any Person (including any Lender) of, Sanctions.

23. Insurance. The properties of the Borrower and the other Loan Parties are insured with financially sound and reputable insurance companies that are not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Loan Party operates.

Section 4. CONDITIONS PRECEDENT

1. Closing Date. (x) The obligation of the Fronting Lender, in accordance with the Fronting Arrangement, to make the Capital Raise New CoreCo Senior Term Loans and the Capital Raise New CoreCo Junior Term Loans, in each case, required to be funded to the Borrower on the Closing Date, (y) the deemed issuance of Take-Back Loans on the Closing Date and (z) the effectiveness of any unfunded Senior Term Loan Commitments and the Capital Raise New CoreCo Junior Term Loan Commitments, in each case, shall be subject solely to the prior or concurrent satisfaction (or waiver by the Required Lenders) of each of the following conditions precedent:

(a) Loan Documents. The Administrative Agent and the Lenders shall have received (i) this Agreement, executed and delivered by a duly authorized officer or signatory of the Borrower, (ii) the Security Documents, executed and delivered by a duly authorized officer or signatory of each Loan Party that is a party thereto and (iii) the Intercreditor Agreement, executed and delivered by a duly authorized officer or signatory of each party thereto.

(b) Fees and Expenses. All fees due to the Administrative Agent, the Collateral Agent, the Fronting Lender and the other Lenders on the Closing Date shall have been paid, and all reasonable and documented out-of-pocket expenses to be paid or reimbursed to the Administrative Agent and the Collateral Agent on the Closing Date (or with respect to fees and reasonable and documented out-of-pocket expenses required to be paid or reimbursed pursuant to the Existing Credit Agreements and outstanding at such time, including pursuant to the Agent Fee Letter and the fees and expenses of counsel to the Administrative Agent and the Collateral Agent) that have been invoiced at least three Business Days prior to the Closing Date shall have been paid (which amounts may be offset against the cash proceeds of the Loans, if any).

(c) Solvency Certificate. The Lenders shall have received a solvency certificate, substantially in the form of Exhibit E-1, executed by a Responsible Officer (which shall be the chief financial officer, chief accounting officer or other officer with equivalent duties) of the Borrower.

(d) Lien Searches. The Administrative Agent and the Lenders shall have received the results of recent Uniform Commercial Code searches in each relevant jurisdiction reasonably requested by the Required Lenders with respect to each of the Loan Parties.

(e) Closing Certificate. The Administrative Agent and the Lenders shall have received a certificate signed by a Responsible Officer of the Borrower, certifying that the representations and warranties contained herein and in the other Loan Documents are true and correct in all material respects, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text hereof.

(f) Legal Opinions. The Administrative Agent and the Lenders shall have received, in form and substance reasonably acceptable to the Required Lenders, (i) a legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP, New York counsel to the Borrower and the Guarantors dated the date hereof and addressed to the Administrative Agent, the Collateral Agent and the Lenders and (ii) legal opinions of applicable local counsel to the Borrower or to the Lenders, as applicable, dated the date hereof and addressed to the Administrative Agent, the Collateral Agent and the Lenders, in each case of clauses (i) through (ii), customary for transactions of the type contemplated by this Agreement.

(g) Organizational Documents. The Administrative Agent and the Lenders shall have received a certificate of a Responsible Officer of each Loan Party, certifying (A) as to copies of the Organizational Documents of such Loan Party, together with all amendments thereto, (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith and (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Funding Notices, and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers.

(h) Uniform Commercial Code Filings. Each Uniform Commercial Code financing statement required as of the Closing Date by the Security Documents to be filed in order to create in favor of the Collateral Agent for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.6), shall have been filed, or a copy thereof shall have been delivered to the Collateral Agent in proper form for filing by counsel to the Borrower, or arrangements reasonably satisfactory to the Required Lenders for such filing shall have been made.

(i) PATRIOT Act; Beneficial Ownership. The Agents and the Lenders, as applicable shall have received at least five (5) Business Days prior to the Closing Date all documentation and other information about the Borrower and the Guarantors requested by the Agents and the Lenders, respectively, in connection with Anti-Money Laundering Laws and Sanctions, including required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, that has been requested by the Agents or the Lenders, as applicable, in writing at least ten (10) Business Days prior to the Closing Date. At least five (5) Business Days prior to the Closing Date, the Borrower shall have delivered a Beneficial Ownership Certification to any Lender that has requested such certification, which certification shall be substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities and Industry and Financial Markets Association, in relation to the Borrower.

(j) Financial Statements. The Administrative Agent and the Lenders shall have received (a) audited consolidated balance sheets and related statements of income and cash flows of the Borrower and its consolidated subsidiaries for the three most recently completed fiscal years ended at

least 75 days prior to the Closing Date and (b) unaudited consolidated balance sheets and related statements of income and cash flows of the Borrower and its consolidated subsidiaries for each fiscal quarter (other than any fourth fiscal quarter) ended after the most recent audited financial statements delivered pursuant to clause (a) above and at least 45 days prior to the Closing Date.

(k) Restructuring Plan. Prior to or substantially concurrently with the effectiveness of this Agreement, the Restructuring Plan (as defined in the Restructuring Support Agreement) shall be consummated (or become effective, as applicable) and an order recognizing the Sanction Orders (as defined in the Restructuring Support Agreement) shall have been entered in the Chapter 15 Proceedings (as defined in the Restructuring Support Agreement).

(l) Restructuring Support Agreement. Prior to or substantially concurrently with the effectiveness of this Agreement, the Restructuring Conditions Precedent set forth and defined in the Restructuring Support Agreement shall have been satisfied or waived in accordance with the terms thereof.

(m) Funding Notice. The Administrative Agent shall have received a Funding Notice.

2. Conditions to Incremental Borrowings.

(a) The obligation of each Incremental Lender to honor any Funding Notice and fund the Incremental Term Loans after the Closing Date is subject to the satisfaction (or waiver by the applicable Incremental Lenders funding more than 50.0% of such Incremental Term Loans) of the following conditions precedent:

(i) Subject to Section 1.6(a) and Section 2.9, the representations and warranties of each Loan Party set forth in Section 3 and in each other Loan Document shall be true and correct in all material respects on and as of the applicable Term Loan Funding Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; provided, however, that, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(ii) Subject to Section 1.6(a) and Section 2.9, no Default or Event of Default shall exist or would result from such proposed Borrowing or from the application of the proceeds therefrom.

(iii) The Administrative Agent shall have received a Funding Notice in accordance with the requirements hereof.

The making and/or deemed making of the Initial Term Loans and/or the Incremental Term Loans by the Lenders hereunder shall conclusively be deemed to constitute an acknowledgment by each Lender that each of the conditions precedent set forth in this Section 4 shall have been satisfied in accordance with its respective terms or shall have been irrevocably waived by such Person. For purposes of this Section 4, delivery to the Administrative Agent or the Collateral Agent of any document, instrument or agreement required to be delivered to the Lenders pursuant to this Section 4 shall be deemed delivered to each Lender upon receipt of such document, instrument or agreement by the Administrative Agent or the Collateral Agent; provided that the Administrative Agent or the Collateral Agent shall have no obligation to distribute such documents, instruments or agreements to the Lenders.

Section 5. AFFIRMATIVE COVENANTS

The Borrower agrees that, so long as the Termination Conditions have not been satisfied, the Borrower shall and shall cause each of the Restricted Subsidiaries to:

1. Financial Statements. Furnish to the Administrative Agent for delivery to each Lender and take the following actions:

(a) within 90 days (or the successor time period then in effect under the Exchange Act for a non-accelerated filer plus any grace period provided by Rule 12b-25 under the Exchange Act) after the end of each fiscal year of the Borrower, beginning with the fiscal year ending December 31, 2026, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of operations and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, audited by Ernst & Young LLP or other independent certified public accountants of nationally recognized standing, together with a report and opinion by such certified public accountants, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (other than solely as a result of (a) the impending maturity of any Indebtedness or (b) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period); and

(b) not later than 45 days (or the successor time period then in effect under the Exchange Act for a non-accelerated filer plus any grace period provided by Rule 12b-25 under the Exchange Act) after the end of each of the first three fiscal quarters of the Borrower, beginning with the fiscal quarter ending September 30, 2026, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of operations and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer of the Borrower as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes).

(c) If the Borrower has designated any of its Subsidiaries as an Unrestricted Subsidiary, then the annual and quarterly information required by Section 5.1(a) and 5.1(b) shall include information (which need not be audited or reviewed by the Borrower's auditors) regarding such Unrestricted Subsidiaries, including a presentation, either on the face of the financial statements or in footnotes thereto, to reflect the adjustments which would be necessary to eliminate the accounts of Unrestricted Subsidiaries from such financial statements; provided that no such information shall be required if such financial information is not material compared to the applicable financial information of the Borrower and its Subsidiaries on a consolidated basis or if such Unrestricted Subsidiaries are not material to the Borrower and its Subsidiaries on a consolidated basis.

Financial statements, segment information and other information required to be delivered pursuant to this Section 5.1, Section 5.2 or Section 5.7 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower, as applicable, posts such financial statements, segment information or other information, or provides a link thereto, on the website of the Borrower, as applicable; (ii) on which such financial statements, segment information or other information is posted on behalf of the Borrower on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial or third-party website or whether sponsored by the Administrative Agent); or (iii) to the extent such financial statements, segment information or other information are set forth in the Borrower's Form 10-K or 10-Q, as applicable, filed with the SEC, on which date such documents are filed for public availability on the SEC's Electronic Data Gathering, Analysis and Retrieval system; provided that except in the case of clause (iii) the Borrower shall notify the Administrative Agent by electronic mail of the posting of any such documents and provide to the Administrative Agent electronic versions of such documents.

2. Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender:

(a) concurrently with the delivery of any financial statements pursuant to Section 5.1, a Compliance Certificate of the Borrower (the first such Compliance Certificate to be delivered for the first full fiscal quarter of the Borrower ending after the Closing Date) as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be;

(b) no later than 60 days after the end of each fiscal year of the Borrower, beginning with the fiscal year ending December 31, 2026, a consolidated budget for the Borrower and its Subsidiaries for the following fiscal year (including a consolidated statement of projected results of operations of the Borrower and its consolidated Subsidiaries as of the end of the following fiscal year presented on a quarterly basis);

(c) concurrently with the delivery of any financial statements pursuant to Section 5.1(a) or (b), a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its consolidated Subsidiaries, in each case, for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter; and

(d) promptly, from time to time, such other customary information regarding the operations, business affairs and financial condition of the Borrower and its Restricted Subsidiaries and their compliance with the terms of any Loan Document, in each case, as the Administrative Agent may reasonably request (at the direction of any Lender).

The Borrower hereby acknowledges that certain of the Lenders may be Public Lenders and, if documents or notices required to be delivered pursuant to Section 5.1 or this Section 5.2 or otherwise are being distributed through the Platform, any document or notice that the Borrower has not clearly and conspicuously marked "PUBLIC" shall not be posted on that portion of the Platform designated for such Public Lenders. The Borrower agrees to use commercially reasonable efforts to clearly designate all information provided to the Administrative Agent by or on behalf of the Borrower which is suitable to make available to Public Lenders. If the Borrower has not indicated whether a document or notice delivered pursuant to this paragraph contains Non-Public Information, the Administrative Agent reserves the right to post such document or notice solely on that portion of the Platform designated for Lenders who wish to receive Non-Public Information with respect to the Borrower, its Subsidiaries and their securities ("Private Side Information"). Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected to receive Private Side Information in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities laws, to make reference to communications that are not made through the "Public" portion of the Platform and that may contain Non-Public Information.

3. Payment of Taxes. Pay, before the same shall become delinquent or in default, all Taxes required to be paid except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries or (b) the failure to make payment could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4. Conduct of Business and Maintenance of Existence; Compliance with Law. (a)(i) Except as otherwise permitted by Section 6.4 or 6.9, preserve, renew and keep in full force and effect its organizational existence and good standing in its jurisdiction of incorporation or organization and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 6.4 or 6.9 or, other than with respect to the organizational existence of the Borrower, to the extent that failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (b) comply with all Requirements of Law, except to the extent that failure to comply therewith could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5. Maintenance of Property; Insurance. (a) Keep all real and tangible Property and systems used, useful, or necessary in its business in good working order and condition, ordinary wear and tear excepted, except to the extent the failure to do so could not reasonably be expected to have,

individually or in the aggregate, a Material Adverse Effect and (b) maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses) as are customarily carried under similar circumstances by such other Persons.

6. Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which entries which are full, true and correct, in all material respects, in conformity with GAAP shall be made of all material dealings and transactions in relation to its business and activities, (b) [reserved] and (c) permit representatives of the Administrative Agent to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time during normal business hours and as often as may reasonably be desired (but the Administrative Agent may not have more than one visit per any twelve month period except during an Event of Default), upon reasonable advance notice to the Borrower, and to discuss the business, operations, properties and financial and other condition of the Borrower and the Borrower's Restricted Subsidiaries with officers and employees of the Borrower and the Borrower's Restricted Subsidiaries and with their independent certified public accountants (and the Borrower will be given the opportunity to participate in any such discussions with such independent certified accountants). So long as no Event of Default has occurred and is continuing at the time of such inspection, the Borrower shall not bear the cost of more than one such inspection per calendar year by the Administrative Agent (or its representatives); provided that in any event, no more than two such inspections shall be conducted in any calendar year if no Event of Default has occurred and is continuing. Notwithstanding anything to the contrary in this Section 5.6, none of the Borrower and its Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent (or its representatives) is prohibited by any Requirement of Law or any binding agreement (provided that, with respect to any prohibition by any binding agreement, the Borrower shall attempt to obtain consent to such disclosure if requested by the Administrative Agent) or (iii) is subject to attorney-client or similar privilege or constitutes attorney work product.

7. Notices. Promptly after obtaining knowledge of the same, give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) any dispute, claim, litigation, investigation or proceeding (i) affecting the Borrower or any of its Subsidiaries that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (ii) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby; and

(c) any other development or event that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Each notice pursuant to this Section 5.7 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower or the relevant Subsidiary has taken or proposes to take with respect thereto.

8. Environmental Laws.

(a) Except in each case to the extent the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, comply with, and use commercially reasonable efforts to ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all material Environmental Permits.

(b) Except in each case to the extent the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other similar actions required

by any Governmental Authority under Environmental Laws, and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

9. Plan Compliance. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, establish, maintain and operate any and all Pension Plans, Multiemployer Plans and Foreign Employee Benefit Plans (other than government-sponsored plans) in compliance with all Requirements of Law applicable thereto and the respective requirements of the governing documents for such plans to the extent the Borrower or any Commonly Controlled Entity has the authority to establish, maintain and operate such plans.

10. Additional Guarantors; Additional Collateral, Collateral Limitations.

(a) Subject to Section 5.12 and the Intercreditor Agreement, the Borrower shall cause each of its Wholly-Owned Restricted Subsidiaries (other than (a) the Guarantors, (b) [reserved], (c) any Immaterial Subsidiaries, (d) NFE South Power, (e) NFE Turbines, and (f) any Subsidiary with respect to which a guarantee by it of the Obligations would result in material adverse tax consequences to any Loan Party, as reasonably determined by the Borrower and notified to the Administrative Agent and the Collateral Agent in writing) to become a Guarantor under this Agreement and satisfy the requirements of this Section 5.10 within 60 days (subject to extensions, and exceptions as to scope of foreign security and perfection requirements, as are reasonably agreed by the Required Lenders or the LC Agent pursuant to Section 5.10(h), as applicable) of the later of (i) such Subsidiary becoming a Wholly-Owned Restricted Subsidiary, a Material Subsidiary or conversion into another form of entity and (ii) the Borrower determining such Subsidiary ceased to meet any of the exceptions set forth in the preceding parenthetical. Such Subsidiary shall execute and deliver (A) a Joinder Agreement, (B) a joinder to the Security Agreement substantially in the form of Exhibit B thereto, (C) an acknowledgment to the Intercreditor Agreement, (D) subject to the applicable limitations set forth in this Section 5.10, Security Documents in respect of the Collateral in the relevant jurisdictions outside of the United States, (E) a perfection certificate for such Wholly-Owned Restricted Subsidiary substantially in the form of the Perfection Certificate delivered on the Closing Date and (F) all filings and other documents required by such Security Documents to create or perfect (to the extent required by such Security Documents) the security interests for the benefit of the Secured Parties in the Collateral of such Wholly-Owned Restricted Subsidiary. The Borrower may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor (and no 60-day period described in the foregoing sentence shall apply to such Subsidiary).

(b) From and after the Closing Date, and subject to the applicable time periods, limitations and exceptions set forth in the Security Documents and this Agreement (including the limitations and exceptions in this Section 5.10), if the Borrower or any Guarantor acquires any Property or asset that would constitute Collateral (which, for the avoidance of doubt, does not include any Excluded Assets), the Borrower or such Guarantor must grant a perfected security interest (subject to Permitted Liens) upon any such Collateral, as security for the Obligations within 90 days of such acquisition (subject to extensions and exceptions as to scope of foreign security and perfection requirements as are reasonably agreed by the Required Lenders or the LC Agent pursuant to Section 5.10(h), as applicable). Notwithstanding the foregoing, any Deposit Account, securities account, and commodities account (other than Excluded Accounts) that is acquired or created after the Closing Date or that ceases to constitute an Excluded Account shall, subject to the applicable time periods and limitations and exceptions set forth in the Security Documents, be subject to a Control Agreement within sixty (60) days of such acquisition, creation or cessation (or such later time as the Required Lenders or the LC Agent pursuant to Section 5.10(h), as applicable, may agree in their reasonable discretion).

(c) Subject to the applicable terms of the Security Documents and the Intercreditor Agreement, within 90 days after the acquisition by any Loan Party of any Material Real Estate Asset (or within 90 days after the acquisition of a Person that becomes a Loan Party and that owns any Material Real Estate Asset) (in each case, other than any Excluded Asset) (or as soon as practicable thereafter using commercially reasonable efforts, but subject to extensions, and exceptions as to scope of foreign security and perfection requirements, as are reasonably agreed by the Required Lenders or the LC Agent pursuant to Section 5.10(h), as applicable), the Borrower shall cause such Loan Party to (i) execute, deliver and record a Mortgage with respect thereto, (ii) deliver a fully paid extended coverage policy or policies of title insurance (or executed proforma therefor) from a national title insurance company with respect to such Material Real Estate Asset in an amount not to exceed 100.0% of the Fair Market Value of

such Material Real Estate Asset, as reasonably determined by the Borrower, naming the Collateral Agent for the benefit of the Secured Parties as the insured, insuring such Mortgage to be a valid first priority Lien on the real property described therein, free and clear of all Liens other than Permitted Liens and containing reasonable and customary endorsements (each, a "Title Policy"), (iii) deliver legal opinions of local counsel or Borrower's counsel with respect to enforceability of such Mortgage and other customary matters; (iv) deliver an existing or new ALTA survey of such Material Real Estate Asset or with such affidavits as shall be sufficient for the title insurance company to delete the standard survey exception in the applicable Title Policy; and (v) deliver an updated perfection certificate; it being understood and agreed that with respect to any Material Real Estate Asset owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a Guarantor under this Agreement, such Material Real Estate Asset shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a Guarantor under this Agreement.

(d) Subject to the applicable terms of the Security Documents and the Intercreditor Agreement, and to the extent not otherwise constituting Excluded Assets, after the acquisition by any Loan Party of any tanker or other marine vessel with a value (as reasonably estimated by the Borrower) in excess of $8.0 million, the Borrower, as soon as practicable thereafter using commercially reasonable efforts, shall cause such Loan Party to (i) execute, deliver and record a Ship Mortgage with respect thereto; (ii) deliver customary legal opinions of admiralty counsel; and (iii) deliver an updated perfection certificate; it being understood and agreed that with respect to any tanker or other marine vessel with a value (as reasonably estimated by the Borrower) in excess of $8.0 million owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a Guarantor under this Agreement, such tanker or other marine vessel shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a Guarantor under this Agreement.

(e) Notwithstanding anything to the contrary, to the extent that the Lien on any Collateral is not or cannot be created and/or perfected on the Closing Date, the Borrower shall take all necessary actions to create and/or perfect such Lien pursuant to arrangements to be mutually agreed between the Borrower and the Required Lenders or the LC Agent pursuant to Section 5.10(h), as applicable, acting reasonably, including those Post-Closing Actions set forth on Schedule 5.12. In addition, notwithstanding anything to the contrary, it is understood and agreed that:

(i) (x) the Required Lenders may waive or grant or (y) the LC Agent in accordance with Section 5.10(h) may grant, in each case, extensions of time for the creation and perfection of security interests in, or obtaining Mortgages, policies of title insurance, legal opinions, surveys, appraisals or other deliverables with respect to, particular assets or the provision of any Guarantee by any Restricted Subsidiary;

(ii) other than with respect to the Deposit Accounts, securities accounts and commodities accounts (other than Excluded Accounts) with respect to which Borrower is required to deliver a Control Agreement pursuant to Section 5.10(b), perfection by control shall not be required with respect to assets requiring perfection through control agreements or other control arrangements (other than control or possession of pledged Equity Interests (to the extent certificated) that constitute Collateral);

(iii) the Collateral Agent will only be authorized (but shall not be obligated) to take actions in any non-U.S. jurisdiction or under the laws of any non-U.S. jurisdiction to create security interests in assets located or titled outside of the U.S. or to perfect or make enforceable any security interests in any such assets as follows:

(1) with respect to Equity Interests in, and Collateral owned by, Guarantors located in Bermuda as of the Closing Date, a share charge under the Laws of Bermuda and any customary filings associated therewith;

(2) with respect to Equity Interests in, and Collateral owned by, Guarantors located in Ireland as of the Closing Date, a charge over shares under the laws of Ireland and any customary filings associated therewith;

(3) with respect to Equity Interests in, and Collateral owned by, Guarantors located in Mexico as of the Closing Date, equity interests pledge agreements and non-possessory pledge agreements under the Laws of Mexico, and any customary filings associated therewith;

(4) with respect to Collateral owned by, Guarantors located in Nicaragua as of the Closing Date, movable pledge over a Power Purchase Agreement under the laws of Nicaragua, and any customary filings associated therewith;

(5) with respect to Equity Interests in, and Collateral owned by, Guarantors located in Puerto Rico as of the Closing Date, a filing of the applicable financing statement before the Commonwealth of Puerto Rico Department of State's Secured Transactions Registry and any customary filings associated therewith;

(6) with respect to Equity Interests in, and Collateral owned by, Guarantors incorporated in England and Wales as of the Closing Date, a charge over shares and debentures under the Laws of England and Wales and any customary filings associated therewith; and

(7) with respect to Equity Interests in, and Collateral owned by, Foreign Subsidiaries that become Guarantors after the Closing Date, only such share pledges, debentures and similar instruments as are substantially consistent with those described in the foregoing clauses(1) through (6), as applicable.

(f) No actions shall be required to perfect a security interest in (1) any vehicle, tanker, marine vessel, ISO container or other asset subject to a certificate of title, other than tankers or other marine vessels with a value (as reasonably estimated by the Borrower) in excess of $8.0 million, (2) letter-of-credit rights not constituting supporting obligations of other Collateral, (3) the Equity Interests of any Immaterial Subsidiary not constituting Collateral, (4) the Equity Interests of any Person that is not a Subsidiary or (5) commercial tort claims with a value of less than $10.0 million, except in the case of each of clauses (1) through (5), perfection actions limited solely to the filing of a UCC financing statement.

(g) Subject to Section 5.12 and the Intercreditor Agreement, the Borrower shall cause each Subsidiary that is a guarantor under the Super Priority Obligations to become a Guarantor under this Agreement and satisfy the requirements of this Section 5.10, and the Borrower shall, and shall cause each Guarantor to, grant a perfected security interest upon any Property (including, for the avoidance of doubt, any real property, tankers and other marine vessels and any cash or Cash Equivalents) that constitutes collateral under the Super Priority Obligations and satisfy the requirements of this Section 5.10 with regards to such Property, in each case substantially concurrently with (and in no event later than 90 days of) such Subsidiary becoming a guarantor under the Super Priority Obligations and such Property becoming collateral under the Super Priority Obligations (subject to extensions as are reasonably agreed by the Required Lenders or the LC Agent pursuant to Section 5.10(h), as applicable).

(h) Notwithstanding anything herein or in any other Loan Document to the contrary, with respect to routine administrative matters, collateral extensions and similar ministerial actions related to the Shared Collateral, subject to the Intercreditor Agreement, any consent, approval or direction given by the LC Agent shall be deemed to constitute the consent, approval or direction of the Administrative Agent and/or Collateral Agent, as applicable, for such purposes, without the need to obtain separate consent from the Agent; provided, however, no such consent, approval or direction shall affect the rights, duties, protections, immunities, indemnities or obligations of the Administrative Agent or the Collateral Agent without the consent of the Administrative Agent and the Collateral Agent, as applicable.

11. Further Assurances. From time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Required Lenders may, subject to the Intercreditor Agreement, reasonably request for the purposes of more fully creating, maintaining, preserving, perfecting or renewing the Liens granted in favor of (together with the other rights of) the Collateral Agent and the Secured Parties with respect to the

Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Loan Party which are required to become part of the Collateral pursuant to Section 5.10) pursuant hereto or thereto. Upon the exercise by the Collateral Agent of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Collateral Agent or the Required Lenders may be reasonably required to obtain from the Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

12. Post-Closing Covenants. The Borrower shall, and shall cause the Restricted Subsidiaries to, take the actions set forth on Schedule 5.12 (the "Post-Closing Actions") within the time periods specified therein (it being understood that (i) no Foreign Subsidiary shall be required to enter into any Loan Document and (ii) the Borrower and its Subsidiaries shall not be required to enter into any Loan Documents governed by the laws of a jurisdiction outside of the United States, in each case, until 90 days after the Closing Date (subject to extensions, and exceptions as to scope of foreign security and perfection requirements, as are reasonably agreed by the Required Lenders or the LC Agent pursuant to Section 5.10(h), as applicable, in their sole discretion, in each case as applicable)). Notwithstanding anything to the contrary herein or in any other Loan Document, all representations, warranties, covenants and other provisions in this Agreement and the other Loan Documents shall take into account any time extensions provided this Section 5.12, Schedule 5.12 and any post-closing letter agreement and in any amendment or extension agreement related thereto (and any time extension agreement related thereto) shall automatically be applied to any relevant representation, warranty, covenant or other provision in this Agreement and the other Loan Document.

13. Use of Proceeds. Use the proceeds of the Loans only for those purposes set forth in Section 3.16.

14. Maintenance of Ratings

. The Borrower shall use commercially reasonable efforts to obtain within ninety (90) days following the Closing Date (or as soon as reasonably practicable thereafter) and thereafter maintain a private or public corporate credit rating (or similar rating) for (a) the Senior Term Loan Facility and (b) the Junior Term Loan Facility, in each case, from any two of Moody's, Fitch and S&P; provided that in no event shall the Borrower be required to obtain or maintain any specific rating with any such agency.

15. Payment of Advisor Fees

. The Borrower shall pay, or cause to be paid, all fees, costs and expenses required to be paid by it under the Loan Documents, including, without limitation, all reasonable and documented out-of-pocket fees and expenses due to the Administrative Agent, the Collateral Agent and their legal advisors, in each case to the extent invoiced in reasonable detail and when due (after giving effect to any applicable grace periods) in accordance with the applicable terms of the Loan Documents, the Agent Fee Letter, any other fee letters and any related engagement letters; provided that such fees and expenses shall not be duplicative.

16. Lender Meetings

. The Borrower shall participate in a meeting or conference call with the Administrative Agent (acting at the direction of the Required Lenders) and the Lenders once during each fiscal quarter at such time as may be agreed to by the Borrower and the Administrative Agent (acting at the direction of the Required Lenders) (provided that the requirements of this Section 5.16 shall be satisfied by the Borrower providing the Lenders with access to any earnings call for such fiscal quarter with the holders of the Capital Stock of the Borrower).

17. Anti-Money Laundering, Anti-Corruption Laws, Ex-Im Laws and Sanctions.

(a) Comply in all material respects with Anti-Corruption Laws, Ex-Im Laws and Sanctions.

(b) Maintain policies or procedures that are reasonably designed to promote compliance by it and its Subsidiaries, and their respective directors, managers, officers and employees with applicable Anti-Corruption Laws, Ex-Im Laws, and Sanctions.

Section 6. NEGATIVE COVENANTS

The Borrower agrees that, so long as the Termination Conditions are not satisfied:

1. Limitation on Restricted Payments.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to directly or indirectly:

(i) declare or pay any dividend or make any payment or distribution on account of the Borrower's or any of its Restricted Subsidiaries' Equity Interests, including any dividend or distribution payable in connection with any merger, amalgamation or consolidation other than:

(A) dividends, payments or distributions by the Borrower payable solely in Qualified Capital Stock of the Borrower or in options, warrants or other rights to purchase Qualified Capital Stock; or

(B) dividends, payments or distributions by a Restricted Subsidiary so long as, in the case of any dividend, payment or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly-Owned Subsidiary, the Borrower or a Restricted Subsidiary receives at least its pro rata share of such dividend, payment or distribution in accordance with its Equity Interests in such class or series of securities;

(ii) redeem, purchase, repurchase, defease or otherwise acquire or retire for value any Equity Interests of the Borrower, including in connection with any merger, amalgamation or consolidation, in each case, held by a Person other than the Borrower or a Restricted Subsidiary;

(iii) make any principal payment on, or redeem, purchase, repurchase, defease, discharge or otherwise acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness (such payment and other actions described in the foregoing (subject to the exceptions in clauses (A) and (B) below), "Restricted Debt Payments"), other than:

(A) Indebtedness permitted to be incurred or issued under Section 6.3(b)(iii); or

(B) the prepayment, redemption, purchase, repurchase, defeasance, discharge or other acquisition or retirement of Subordinated Indebtedness (x) in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of prepayment, redemption, purchase, repurchase, defeasance, discharge or acquisition or retirement, or (y) as permitted by the applicable subordination agreement to which such Subordinated Indebtedness is subject; provided that such subordination agreement shall be in form and substance reasonably acceptable to the Required Lenders; provided further that, unless the Required Lenders object in writing to such subordination agreement within ten (10) Business Days following the date such subordination agreement is posted on a Platform, such subordination agreement shall be deemed acceptable to the Required Lenders; or

(iv) make any Restricted Investment,

(all such payments and other actions set forth in clauses (i) through (iv) above (other than any exceptions thereto) being collectively referred to as "Restricted Payments").

(b) Section 6.1(a) shall not prohibit any of the following:

(i) Restricted Payments made pursuant to the CoreCo MIP and the FLNG2 MIP;

(ii) any payments by the Borrower to repurchase, redeem, retire or otherwise acquire or retire for value the Equity Interests (other than Disqualified Stock) of the Borrower held by any future, present or former employee, director, member of management, officer, manager, member, partner, independent contractor or consultant (or any Immediate Family Member thereof) of the Borrower or any Restricted Subsidiary of any of the foregoing (or any options, warrants, profits interests, restricted stock units or equity appreciation rights or other equity-linked interests issued with respect to any of such Equity Interests), in each case pursuant to any management, director, employee, consultant and/or advisor equity plan or equity option plan, equity appreciation rights plan, or any other management, director, employee, consultant and/or advisor benefit plan or agreement or any equity subscription or equityholder agreement, any employment termination agreement or any other employment agreement or equityholders' or similar agreement: with cash and Cash Equivalents (and including, to the extent constituting a Restricted Payment, amounts paid in respect of Indebtedness issued to evidence any obligation to repurchase, redeem, retire or otherwise acquire or retire for value the Equity Interests of the Borrower held by any future, present or former employee, director, member of management, officer, manager, member, partner, independent contractor or consultant (or any Immediate Family Member of the foregoing) of the Borrower or any Restricted Subsidiary of any of the foregoing), including any Equity Interests rolled over by management, directors, employees or consultants (or any Immediate Family Member of the foregoing) of the Borrower or any of its Restricted Subsidiaries in connection with any corporate transaction; provided that the aggregate amount of all such Restricted Payments made pursuant to this clause (ii) in any fiscal year shall not exceed $25.0 million, which, if not used in such fiscal year, may be carried forward to succeeding fiscal years; provided further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary for no consideration from any future, present or former employees, directors, officers, managers, members, partners, independent contractors or consultants (or their respective Immediate Family Members) of the Borrower or any of its Restricted Subsidiaries in connection with a repurchase of Equity Interests of the Borrower will not be deemed to constitute a Restricted Payment for purposes of this Section 6.1 or any other provision of this Agreement;

(iii) [reserved];

(iv) Restricted Payments (1) to make cash payments in lieu of the issuance of fractional shares or interests in connection with any share dividend, share split or share combination or any acquisition or Investment (or other similar transaction) or the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests (other than Disqualified Stock) of the Borrower or any Restricted Subsidiary and (2) consisting of (A) repurchases of Equity Interests in connection with the exercise of warrants, options or other securities convertible with or exchangeable for Equity Interests or upon the vesting of any profits interests, restricted stock units or similar incentive interests, and (B) payments made or expected to be made in respect of withholding or similar taxes payable by any future, present or former officer, director, employee, member of management, manager, member, partner, independent contractor and/or consultant (or any of their respective Immediate Family Members) of the Borrower or any Restricted Subsidiary in connection with or in lieu of repurchases described in the foregoing clause (A);

(v) repurchases of Equity Interests upon the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests (other than Disqualified Stock) or upon the vesting of any profits interests, restricted stock units or similar incentive interests, in each case if such Equity Interests represent all or a portion of the exercise price of such warrants, options or other securities convertible into or exchangeable for Equity

Interests (other than Disqualified Stock) as part of a "cashless" exercise upon such exercise or vesting, as applicable;

(vi) [reserved];

(vii) [reserved];

(viii) [reserved];

(ix) to the extent otherwise constituting a Restricted Payment, the making or consummation of any Asset Sale or Disposition not constituting an Asset Sale pursuant to the exclusions from the definition thereof or transaction in accordance with the provisions of Section 6.5(b) (other than pursuant to clause (iv) of such paragraph);

(x) [reserved];

(xi) [reserved];

(xii) [reserved];

(xiii) payments or distributions (1) to satisfy dissenters' or appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto (including any accrued interest), (2) made in connection with working capital adjustments or purchase price adjustments or (3) made in connection with the satisfaction of indemnity and other similar obligations, in each case pursuant to or in connection with any acquisition, other Investment, disposition or consolidation, amalgamation, merger or transfer of assets that is not prohibited under this Agreement;

(xiv) [reserved];

(xv) the declaration and payment of regular dividends or distributions to holders of the CoreCo Preferred Stock for so long as such Preferred Stock is outstanding and solely to the extent that the payment of such dividends are required by the terms thereof; provided that the amount of such dividends or distributions are not increased from the amounts of such dividends or distributions in effect or otherwise authorized on the Closing Date, other than increases resulting from compounding, accretion or other mechanics provided for in the terms of such Preferred Stock as in effect on the Closing Date;

(xvi) [reserved];

(xvii) [reserved];

(xviii) [reserved];

(xix) [reserved];

(xx) [reserved];

(xxi) [reserved];

(xxii) the making of any Restricted Payment within 60 days after the date of declaration thereof or the giving of irrevocable notice thereof, as applicable, if, at such date of declaration or the giving of such notice, such payment would have been permitted by any of the other clauses in this Section 6.1 (and any Restricted Payment made in reliance on this clause (xxii) shall also be deemed to have been made under such applicable clause, except for the purpose of testing the permissibility of such Restricted Payment on the date it is actually made);

(xxiii) [reserved];

(xxiv) [reserved];

(xxv) [reserved];

(xxvi) [reserved];

(xxvii) [reserved];

(xxviii) [reserved];

(xxix) [reserved];

(xxx) [reserved];

(xxxi) [reserved]; and

(xxxii) so long as no Event of Default then exists or would result therefrom, any mandatory redemption, repurchase, retirement, termination or cancellation of Disqualified Stock (to the extent treated as Indebtedness outstanding and/or incurred in compliance with Section 6.3).

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued by the Borrower or any Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. Notwithstanding anything to the contrary herein or in any other Loan Document, no Restricted Payment may be made using proceeds of the FEMA Make Whole.

(c) As of the Closing Date, each Unrestricted Subsidiary identified in clause (3) of the definition of "Unrestricted Subsidiary" will be Unrestricted Subsidiaries, and all of the Borrower's other Subsidiaries will be Restricted Subsidiaries. The Borrower shall not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the second and third paragraphs of the definition of "Unrestricted Subsidiary". Unless otherwise specified in this Agreement, Unrestricted Subsidiaries will not be subject to any of the covenants set forth in this Agreement and will not be obligated to guarantee the Obligations. No Restricted Subsidiary may be designated as an Unrestricted Subsidiary if, on the date of and after giving effect to such designation, such Unrestricted Subsidiary (or any Subsidiary thereof) would own (or hold an exclusive license with respect to) any Material Intellectual Property, no Material Intellectual Property may be transferred (including by way of an exclusive license) to an existing Unrestricted Subsidiary and no Unrestricted Subsidiary may, at any time, own (or hold an exclusive license with respect to) Material Intellectual Property*;* provided further the Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, consummate, directly or indirectly, any sale, lease, conveyance, transfer or other disposition whether in a single transaction or a series of related transactions (including by way of an exclusive license), contribution, dividend or other investment of any Material Intellectual Property to any Subsidiary of the Borrower other than a Loan Party.

(d) Unrestricted Subsidiaries may not use value transferred from the Borrower and its Restricted Subsidiaries pursuant to this Section 6.1 or in a Permitted Investment to purchase or otherwise acquire Indebtedness or Equity Interests of the Borrower or any of the Borrower's Restricted Subsidiaries.

2. Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause to become effective any consensual encumbrance or consensual restriction which prohibits or limits the ability of any Restricted Subsidiary to:

(i) (1) pay dividends or make any other distributions to the Borrower or any of its Restricted Subsidiaries that is a Guarantor on its Equity Interests or with

respect to any other interest or participation in, or measured by, its profits, (2) pay any Indebtedness owed to the Borrower or any of its Restricted Subsidiaries that is a Guarantor, (3) grant a Lien in favor of the Collateral Agent on any Collateral; provided that, for purposes of this clause (3), a consensual restriction on granting Liens on property or assets that would constitute Collateral shall not constitute a restriction described in this clause (3) unless such restriction expressly prohibits or limits the grant of a Lien in favor of the Collateral Agent or (4) pay the Obligations;

(ii) make loans or advances to the Borrower or any of its Restricted Subsidiaries that is a Guarantor; or

(iii) sell, lease or transfer any of its properties or assets to the Borrower or any of its Restricted Subsidiaries that is a Guarantor.

(b) The restrictions in Section 6.2(a) shall not apply to encumbrances or restrictions:

(i) set forth in any agreement evidencing or governing (1) Indebtedness of a Restricted Subsidiary that is not a Guarantor permitted to be incurred pursuant to Section 6.3 and any corresponding Organizational Documents of any such Restricted Subsidiary structured as a special purpose entity incurring such Indebtedness, (2) Secured Indebtedness permitted to be incurred pursuant to Sections 6.3 and 6.6 if the relevant restriction applies only to the Person obligated under such Indebtedness and its Restricted Subsidiaries or the assets intended to secure such Indebtedness, and (3) Indebtedness permitted to be incurred pursuant to Sections 6.3(b)(i), (ii), and (xiv) (as it relates to Indebtedness in respect of Sections 6.3(b)(i), (ii), (xiv), (xv), (xli) and/or (xlii)), and Sections 6.3(b)(xviii), (xxxix), (xli) and/or (xlii);

(ii) arising under customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses, joint venture agreements and other agreements entered into in the ordinary course of business;

(iii) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any assets or Equity Interests not otherwise prohibited under this Agreement;

(iv) that are assumed in connection with any acquisition of property or the Equity Interests of any Person, so long as the relevant encumbrance or restriction relates solely to the Person and its Subsidiaries (including the Equity Interests of the relevant Person or Persons) and/or property so acquired and was not created in connection with or in anticipation of such acquisition;

(v) set forth in any agreement for any disposition of any Restricted Subsidiary (or all or substantially all of the assets thereof) that restricts the payment of dividends or other distributions or the making of cash loans or advances by such Restricted Subsidiary pending such disposition;

(vi) set forth in provisions in agreements or instruments that prohibit the payment of dividends or the making of other distributions with respect to any class of Equity Interests of a Person other than on a *pro rata* basis;

(vii) imposed by customary provisions in partnership agreements, limited liability company agreements, joint venture agreements, other organizational and governance documents and other similar agreements;

(viii) on cash, other deposits or net worth or similar restrictions imposed by any Person under any contract entered into in the ordinary course of business or for whose benefit such cash, other deposits or net worth or similar restrictions exist;

(ix) set forth in documents that exist on the Closing Date, including pursuant to the Letter of Credit Agreement, this Agreement, the other Loan Documents or the other Definitive Documents (as defined in the Restructuring Support Agreement) and, in each case, related documentation and related Derivative Transactions;

(x) (1) arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be incurred after the Closing Date or (2) arising under customary separateness, bankruptcy remoteness and similar provisions included in governing or other documents related to entities structured as special purpose entities in anticipation of financing arrangements, acquisition of assets or similar transactions, in each case, if the relevant restrictions, taken as a whole (as determined in good faith by the Borrower) (A) are not materially less favorable to the holders than the restrictions contained in this Agreement, (B) generally represent market terms at the time of incurrence or structuring, as applicable, taken as a whole, or (C) would not, in the good faith determination of senior management of the Borrower, at the time of incurrence or structuring, as applicable, materially impair the Borrower's ability to pay the Obligations when due;

(xi) arising under or as a result of applicable Requirements of Law or the terms of any license, authorization, concession or permit;

(xii) arising in any Hedge Agreement and/or any agreement relating to Banking Services;

(xiii) relating to any asset (or all of the assets) of and/or the Equity Interests of the Borrower and/or any Restricted Subsidiary which is imposed pursuant to an agreement entered into in connection with any disposition of such asset (or assets) and/or all or a portion of the Equity Interests of the relevant Person that is not prohibited by the terms of this Agreement;

(xiv) set forth in any agreement relating to any Permitted Lien that limits the right of the Borrower or any Restricted Subsidiary to dispose of or encumber the assets subject thereto;

(xv) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or other agreement to which the Borrower or any of its Restricted Subsidiaries is a party entered into in the ordinary course of business, consistent with past practice or consistent with industry norm; provided that such agreement (i) prohibits the encumbrance of solely the property or assets of the Borrower or such Restricted Subsidiary that are subject to such agreements, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of the Borrower or such Restricted Subsidiary or the assets or property of another Restricted Subsidiary or (ii) would not, in the good faith of the Borrower, at the time such Indebtedness is incurred, materially impair the Borrower's ability to make payments under the Loan Documents when due;

(xvi) any encumbrance or restriction with respect to a Subsidiary that was previously an Unrestricted Subsidiary which encumbrance or restriction exists pursuant to or by reason of an agreement that such Subsidiary is a party to or entered into before the date on which such Subsidiary became or is redesignated as a Restricted Subsidiary; provided that such agreement was not entered into in anticipation of an Unrestricted Subsidiary becoming or being redesignated as a Restricted Subsidiary and any such encumbrance or restriction does not extend to any assets or property of the Borrower or any Restricted Subsidiary other than the assets and property of such Subsidiary and its Subsidiaries;

(xvii) imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of any contract, instrument or obligation referred to in clauses (i) through (xvi) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, more restrictive with respect to such restrictions,

taken as a whole, than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; and/or

(xviii) arising under or in connection with the transactions contemplated by the Restructuring Support Agreement and the Definitive Documents (as defined in the Restructuring Support Agreement).

For purposes of determining compliance with this Section 6.2, (1) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Equity Interests and (2) the subordination of (including the application of any standstill requirements to) loans and advances made to the Borrower or a Restricted Subsidiary to other Indebtedness incurred by the Borrower or such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

3. Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, suffer or permit to exist, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, "incur" and collectively, an "incurrence") with respect to any Indebtedness, and the Borrower shall not issue any shares of Disqualified Stock or Preferred Stock and shall not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or any Restricted Subsidiary that is not a Guarantor to issue Preferred Stock.

(b) The provisions of Section 6.3(a) shall not apply to:

(i) Indebtedness under the Loan Documents (including the incurrence of the Obligations under this Agreement or any Incremental Amendment);

(ii) the Indebtedness represented by or arising out of (A) the Letter of Credit Agreement (so long as such Indebtedness is subject to the Intercreditor Agreement) in an aggregate amount of LC Exposure (as defined in the Letter of Credit Agreement) not to exceed $250.0 million, plus any accrued and unpaid interest, fees, premiums, reimbursement obligations, costs, expenses payable in respect thereof and any increase resulting from fluctuations in applicable currency exchange rates, (B) the Turbine and Intermediation Facility (to the extent constituting Indebtedness), the Turbines Sale-Leaseback Transaction Documents (to the extent constituting Indebtedness) and (C) the ZP1 Note;

(iii) Unsecured Indebtedness of the Borrower issued or owing to any Restricted Subsidiary and/or of any Restricted Subsidiary issued or owing to the Borrower and/or any other Restricted Subsidiary; provided that any such Indebtedness of the Borrower or a Guarantor owing to any Specified Non-Guarantor is expressly subordinated in right of payment to the Obligations;

(iv) [reserved];

(v) Indebtedness, Disqualified Stock and Preferred Stock arising from any agreement providing for indemnification, adjustment of purchase price, earn out or similar obligations (including contingent earn out obligations), in each case, incurred, issued or assumed in connection with any disposition, any acquisition or Investment otherwise permitted under this Agreement or consummated prior to the Closing Date and set forth on Schedule 6.3;

(vi) Indebtedness, Disqualified Stock and Preferred Stock of the Borrower and/or any Restricted Subsidiary (1) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, completion, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary

course of business and consistent with past practice or consistent with industry norm (including relating to any litigation not constituting an Event of Default under Section 7.1(a)(6)) and (2) in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments solely to support any of the items in the foregoing clause (1);

(vii) Indebtedness of the Borrower and/or any Restricted Subsidiary in respect of Banking Services and incentive, supplier finance or similar programs, in each case, incurred in the ordinary course of business, consistent with past practice or consistent with industry norm;

(viii) (1) guaranties by the Borrower and/or any Restricted Subsidiary of the obligations of suppliers, customers and licensees in the ordinary course of business, consistent with past practice or consistent with industry norm, (2) Indebtedness incurred in the ordinary course of business and consistent with past practice or consistent with industry norm in respect of obligations of the Borrower and/or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, and (3) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business, and consistent with past practice or consistent with industry norm;

(ix) guarantees by the Borrower and/or any Restricted Subsidiary of Indebtedness or other obligations of the Borrower or any Restricted Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to the terms of this Agreement or other obligations not prohibited by this Agreement;

(x) Indebtedness of the Borrower and/or any Restricted Subsidiary existing, or pursuant to commitments existing on the Closing Date (other than Indebtedness described in clause (i) or (ii) above) and set forth on Schedule 6.3;

(xi) Indebtedness secured by the assets listed on Appendix A hereto in an amount not to exceed, when aggregated with the amount of outstanding Indebtedness permitted by the Turbines Sale-Leaseback Transaction Documents (to the extent constituting Indebtedness), $400.0 million;

(xii) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of obligations owing under incentive, supply, license or similar agreements entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(xiii) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of (1) the financing of insurance premiums, (2) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business consistent with past practice or consistent with industry norm, and/or (3) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business consistent with past practice or consistent with industry norm;

(xiv) Indebtedness (including with respect to Financing Leases and purchase money Indebtedness) of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the acquisition, construction, lease, expansion, development, design, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement of property (real or personal), equipment or any other asset (through the direct purchase of property, equipment or other assets but excluding any acquisition of Equity Interests of any Person owning such property, equipment or other assets) in the ordinary course of business, consistent with past practice or consistent with industry norm, used to purchase assets that are used directly or indirectly to produce, transport or deliver liquefied natural gas or power to customers (including tugs, iso containers, turbines, regasification equipment, ancillary equipment useful to ensure the proper functioning of this equipment) and is prior to, at the time of or within 270 days after the completion of such acquisition, construction, lease, expansion,

development, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement; provided that, the aggregate principal amount of such Indebtedness incurred pursuant to this clause (xiv) shall not exceed an amount equal to $100.0 million;

(xv) Indebtedness with respect to Financing Leases and obligations in respect of charters or similar arrangements of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the chartering, leasing or acquisition of maritime vessels used to produce, transport, store, regasify or deliver liquefied natural gas, LNG cargoes or power to customers (including vessels, tugs, ISO containers, regasification equipment and other ancillary equipment useful to ensure the proper functioning of such assets), in any case, in a Specified Jurisdiction, in each case in the ordinary course of business, consistent with past practice or consistent with industry norm, and incurred prior to, at the time of or within 270 days after the completion of such chartering, leasing or acquisition; provided that the aggregate principal amount of such Indebtedness incurred pursuant to this clause (xv) shall not exceed $150.0 million;

(xvi) Indebtedness issued by the Borrower to any shareholder of the Borrower or any future, current or former director, officer, employee, member of management, manager, member, partner, independent contractor or consultant (or any Immediate Family Member of the foregoing) of the Borrower or any Subsidiary solely used to finance the purchase or redemption of Equity Interests of the Borrower by such Person to the extent permitted under Section 6.1 in an aggregate principal amount not to exceed $1.0 million;

(xvii) the incurrence or issuance by the Borrower or any of its Restricted Subsidiaries of Indebtedness, Disqualified Stock or Preferred Stock incurred or issued in exchange for or as a replacement of (including by entering into alternative financing arrangements in respect of such exchange or replacement (in whole or in part), by adding or replacing lenders, creditors, agents, the Borrower and/or guarantors, or, after the original instrument giving rise to such Indebtedness, Disqualified Stock or Preferred Stock has been terminated, by entering into any credit agreement, loan agreement, note purchase agreement, indenture or other agreement), or the net proceeds of which are to be used for the purpose of modifying, extending, refinancing, renewing, replacing, redeeming, repurchasing, defeasing, acquiring, amending, supplementing, restructuring, repaying, prepaying, retiring, extinguishing or refunding (collectively, "refinance" with "refinances", "refinanced" and "refinancing" having a correlative meaning) any Indebtedness (or unutilized commitment in respect of Indebtedness), Disqualified Stock or Preferred Stock incurred or issued as permitted under any of clauses (i), (ii), (iii), (x), (xi), (xiv), (xv), (xvii), (xviii), (xxi), (xxii), (xxiii), (xxiv), (xxv), (xxvi), (xxxvi), (xxxvii), (xli) and (xlii) of this Section 6.3(b) (in any case, including any refinancing Indebtedness incurred in respect thereof, "Refinancing Indebtedness" and such Indebtedness, Disqualified Stock or Preferred Stock being refinanced, the "Refinanced Indebtedness") and any subsequent Refinancing Indebtedness in respect thereof; provided that:

(1) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Refinanced Indebtedness outstanding immediately prior to the consummation of such refinancing, except by (A) an amount equal to unpaid accrued interest, dividends and premiums (including tender premiums) thereon plus defeasance costs, underwriting discounts and other fees, commissions and expenses (including upfront fees, closing payments, OID, initial yield payments and similar fees) incurred in connection with the relevant refinancing, (B) an amount equal to any existing commitments unutilized and letters of credit undrawn thereunder and (C) additional amounts permitted to be incurred pursuant to this Section 6.3 (provided that (1) any additional Indebtedness, Disqualified Stock or Preferred Stock referenced in this clause (C) satisfies the other applicable requirements of this clause (xvii) (with additional amounts incurred in reliance on this clause (C) constituting a utilization of the relevant basket or exception pursuant to which such additional amount is permitted) and (2) if such additional Indebtedness is secured, the Lien securing such Refinancing Indebtedness is permitted pursuant to Section 6.6);

(2) solely in the case of Refinancing Indebtedness with respect to Indebtedness, Disqualified Stock or Preferred Stock incurred or issued under

Section 6.3(b)(x), (A) such Refinancing Indebtedness either (1) has a final maturity the same as or later than (and, in the case of revolving Indebtedness, does not require mandatory commitment reductions, if any, prior to) or (2) requires no or nominal payments in cash (other than interest payments) prior to, in each case, the earlier of (x) the final maturity of the Refinanced Indebtedness and (y) the Maturity Date and (B) other than with respect to revolving Indebtedness, such Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Refinanced Indebtedness (without giving effect to any amortization or prepayments in respect of such Refinanced Indebtedness);

(3) such Refinancing Indebtedness shall not include:

(A) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Borrower that is not a Guarantor that refinances Indebtedness or Disqualified Stock of the Borrower;

(B) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Borrower that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor; or

(C) Indebtedness or Disqualified Stock of the Borrower or Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary;

(4) in the case of Refinancing Indebtedness with respect to the Letter of Credit Agreement, such Refinancing Indebtedness may not include or be refinanced with a credit facility of a different type other than with respect to outstanding LC Disbursements (as defined in the Letter of Credit Agreement) and (without duplication) Reimbursement Obligations (as defined in the Letter of Credit Agreement) and shall be subject to the Intercreditor Agreement; and

(5) in the case of Refinancing Indebtedness incurred in respect of Indebtedness that is secured by Liens on the Collateral, such Refinancing Indebtedness shall be secured by Liens on the Collateral that do not have a higher priority than the Liens securing the Indebtedness being refinanced and shall not have a greater priority in right of payment than such Indebtedness;

(xviii) to the extent constituting Indebtedness, Indebtedness and guarantees incurred by the Borrower or any Restricted Subsidiary pursuant to the BrazilCo Separation Agreement;

(xix) Indebtedness of the Borrower and/or any Restricted Subsidiary under any Derivative Transaction that was, at the time entered into, not for speculative purposes but (A) for the purpose of fixing or hedging interest rate risk with respect to any Indebtedness that is permitted by the terms of this Agreement to be outstanding; (B) for the purpose of fixing or hedging currency exchange rate risk with respect to any currency exchanges; or (C) for the purpose of fixing or hedging commodity price risk with respect to any commodity purchases or sales and, in each case, extensions or replacements thereof;

(xx) Indebtedness of the Borrower and/or any Restricted Subsidiary representing deferred compensation to current or former directors, officers, employees, members of management, managers, members, partners, independent contractors and consultants of the Borrower and/or any Restricted Subsidiary in the ordinary course of business and consistent with past practice of the Borrower and/or its Subsidiaries in an aggregate amount not to exceed $10.0 million; provided that any compensation payable in the form of Qualified Capital Stock shall not constitute Indebtedness for purposes of this clause (xx);

(xxi) Indebtedness, Disqualified Stock or Preferred Stock of the Borrower and/or any Restricted Subsidiary; provided that, at the time of incurrence or issuance

thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the aggregate principal amount of such Indebtedness, Disqualified Stock or Preferred Stock then outstanding pursuant to this clause (xxi) (when aggregated with the aggregate principal amount of Refinancing Indebtedness incurred pursuant to Section 6.3(b)(xvii) in respect of such Indebtedness then outstanding) shall not, except as contemplated by Section 6.3(b)(xvii), exceed an amount equal to $25.0 million;

(xxii) [reserved];

(xxiii) [reserved];

(xxiv) [reserved];

(xxv) [reserved];

(xxvi) [reserved];

(xxvii) Indebtedness (including obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments with respect to such Indebtedness) incurred by the Borrower and/or any Restricted Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm in respect of workers compensation claims, unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance compensation claims;

(xxviii) [reserved];

(xxix) [reserved];

(xxx) Indebtedness of the Borrower or any Restricted Subsidiary supported by any letter of credit, bank guaranty or similar instrument issued in compliance with this Section 6.3 in a principal amount not exceeding the face amount of such instrument;

(xxxi) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Borrower and/or any Restricted Subsidiary in the ordinary course of business, consistent with past practice;

(xxxii) (i) customer deposits and advance payments (including progress premiums) received in the ordinary course of business consistent with past practice or consistent with industry norm or (ii) obligations to pay, in each case, for goods and services purchased or sold in the ordinary course of business and consistent with past practice;

(xxxiii) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of OID, fees, expenses, charges and additional or contingent interest with respect to Indebtedness of the Borrower and/or any Restricted Subsidiary otherwise permitted under this Agreement;

(xxxiv) [reserved];

(xxxv) [reserved];

(xxxvi) [reserved];

(xxxvii)[reserved];

(xxxviii) Preferred Stock of the Borrower in respect of the CoreCo Preferred Stock in an aggregate principal amount not to exceed the amount of the CoreCo

Preferred Stock outstanding on the Restructuring Effective Date (as defined in the Restructuring Support Agreement) (plus any accrued, capitalized or compounding dividends and premiums or other amounts contemplated by the CoreCo Preferred Stock as of the Restructuring Effective Date);

(xxxix) [reserved];

(xl) Indebtedness of the Borrower or any Restricted Subsidiary incurred for bonds, guarantees, letters of credit or similar instruments required by any maritime commission or authority or other governmental or regulatory agencies, including, without limitation, customs authorities in connection with ships owned or chartered or ordinary course business conducted by the Borrower or any Restricted Subsidiary, not to exceed the amount required by such governmental or regulatory authority;

(xli) the incurrence by the Borrower or any Restricted Subsidiary of Indebtedness required for: (i) regular maintenance required to maintain the classification of any of the ships owned or chartered on bareboat terms by the Borrower or any Restricted Subsidiary, (ii) scheduled dry-docking of any of the ships owned by the Borrower or any Restricted Subsidiary for normal maintenance purposes and (iii) any expenditures that will or reasonably may be expected to be recoverable from insurance on such ships; and

(xlii) the incurrence by the Borrower or any Restricted Subsidiary of Indebtedness to finance the replacement of a marine vessel upon the total loss, destruction, condemnation, confiscation, requisition, seizure or forfeiture of, or other taking of title to or use of, such marine vessel (collectively, a "Total Loss") in an aggregate principal amount no greater than the amount that is equal to the contract price for such replacement marine vessel less all compensation, damages and other payments (including insurance proceeds other than in respect of business interruption insurance) received by the Borrower or any Restricted Subsidiary from any Person in connection with such Total Loss in excess of amounts actually used to repay Indebtedness secured by the marine vessel subject to such Total Loss.

(c) For the avoidance of doubt and notwithstanding anything herein to the contrary, (i) the accrual of interest or dividends and the accretion or amortization of OID and (ii) the obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of prepayment, redemption, repurchase, defeasance, acquisition or similar payment or making of a mandatory offer to prepay, redeem, repurchase, defease, acquire, or similarly pay such Indebtedness will not be deemed to be an incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock for purposes of this Section 6.3.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because such Indebtedness is unsecured or (2) Indebtedness as subordinated or junior to any other Indebtedness solely because such Indebtedness has a junior priority with respect to shared collateral or because it is secured by different collateral or issued or guaranteed by other obligors.

4. Asset Sales.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, consummate, directly or indirectly, an Asset Sale unless:

(i) the Borrower or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, in connection with such Asset Sale) at the time of such Asset Sale at least equal to the Fair Market Value (measured at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of;

(ii) at least 75.0% of the consideration (measured at the time of contractually agreeing to such Asset Sale) for such Asset Sale, together with all other Asset Sales completed or contractually agreed upon since the Closing Date (on a cumulative basis), received

(or to be received) by the Borrower or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(iii) no Event of Default has occurred and is continuing.

(b) [Reserved].

Notwithstanding anything herein to the contrary, no assets may be transferred to any Unrestricted Subsidiary (other than BlockerCo, FLNG2 Parent and their respective Subsidiaries pursuant to the CoreCo-BlockerCo & FLNG2 Management Agreement) other than pursuant to the definition of "Permitted Investments".

5. Transactions with Affiliates.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with any Affiliate of the Borrower or any Subsidiary (each of the foregoing, an "Affiliate Transaction") involving aggregate payments or consideration in excess of (at the time of the relevant transaction) $5.0 million, unless:

(i) such Affiliate Transaction is on terms, taken as a whole, that are not materially less favorable to the Borrower or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Borrower or such Restricted Subsidiary with an unrelated Person on an arm's-length basis or, if in the good faith judgment of the Borrower, no comparable transaction is available with which to compare such Affiliate Transaction, such Affiliate Transaction is otherwise fair to the Borrower or such Restricted Subsidiary from a financial point of view and when such transaction is taken in its entirety; and

(ii) the Borrower or such Restricted Subsidiary delivers to the Administrative Agent with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $10.0 million, a resolution adopted by the Board of Directors, board of managers or member(s) of the Borrower or such Restricted Subsidiary, as applicable, approving such Affiliate Transaction.

(b) Section 6.5(a) shall not apply to the following:

(i) any transaction between or among the Borrower, one or more Restricted Subsidiaries and/or one or more joint ventures with respect to which the Borrower or any of its Restricted Subsidiaries holds Equity Interests (or any entity that becomes a Restricted Subsidiary or a joint venture, as applicable, as a result of such transaction) to the extent not prohibited by this Agreement;

(ii) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors of the Borrower in good faith;

(iii) to the extent constituting an Affiliate Transaction, transactions between the Borrower or any Restricted Subsidiary, on the one hand, and any Person or group of Persons comprising the business to be separated pursuant to the BrazilCo Separation Agreement (and their respective subsidiaries), on the other hand, in each case made pursuant to the BrazilCo Separation Agreement;

(iv) (1) the making of Restricted Payments otherwise not prohibited by Section 6.1 (other than pursuant to Section 6.1(b)(ix)) and the definition of "Permitted Investments" and (2) issuances of Equity Interests and issuances and incurrences of Indebtedness, Disqualified Stock and Preferred Stock not restricted by this Agreement;

(v) transactions in existence on the Closing Date and set forth on Schedule 6.5;

(vi) the payment of all indemnification obligations and expenses owed to any Management Investor and any of their respective directors, officers, members of management, managers, employees, members, partners, independent contractors and consultants (or any Immediate Family Member of the foregoing) in connection with such management, monitoring, consulting, advisory or similar services provided by them, whether currently due or paid in respect of accruals from prior periods;

(vii) permitted management services provided by the Loan Parties to FLNG2 Parent, BlockerCo and their respective Subsidiaries pursuant to the CoreCo-BlockerCo & FLNG2 Management Agreement;

(viii) to the extent constituting an Affiliate Transaction, transition services provided by the Loan Parties pursuant to the CoreCo-BrazilCo Transition Services Agreement;

(ix) guarantees not otherwise prohibited by Section 6.1, Section 6.3 or the definition of "Permitted Investments";

(x) [reserved];

(xi) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the Board of Directors, officers, employees, members of management, managers, members, partners, consultants and independent contractors (or any Immediate Family Members of the foregoing) of the Borrower and/or any of its Restricted Subsidiaries;

(xii) transactions with customers, clients, suppliers, joint ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are (1) fair to the Borrower and/or its applicable Restricted Subsidiary in the good faith determination of the Board of Directors of the Borrower or the senior management thereof or (2) on terms, taken as a whole, that are not materially less favorable to the Borrower and/or its applicable Restricted Subsidiary as might reasonably have been obtained at such time from a Person other than an Affiliate;

(xiii) [reserved];

(xiv) [reserved];

(xv) [reserved];

(xvi) [reserved];

(xvii) (1) investments by Permitted Holders in securities or loans of the Borrower or any of its Restricted Subsidiaries (and any payment of out-of-pocket expenses incurred by such Permitted Holders in connection therewith), including the Loans, so long as the investment is being offered generally to other investors on the same terms or on terms that are more favorable to the Borrower and (2) payments to Permitted Holders in respect of securities or loans of the Borrower or any of its Restricted Subsidiaries contemplated in the foregoing subclause (1) or that were acquired from Persons other than the Borrower and its Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans;

(xviii) transactions undertaken pursuant to a shared services agreement or pursuant to a membership in a purchasing consortium;

(xix) payment to any Permitted Holder of out of pocket expenses incurred by such Permitted Holder in connection with any direct or indirect Investment in the Borrower and its Subsidiaries;

(xx) the issuance or transfer of (1) Equity Interests (other than Disqualified Stock) of the Borrower and the granting and performing of customary registration rights and (2) directors' qualifying shares and shares issued to foreign nationals as required by applicable law;

(xxi) [reserved];

(xxii) any lease entered into between the Borrower or any Restricted Subsidiary, on the one hand, and any Affiliate of the Borrower, on the other hand, which is approved by the Board of Directors of the Borrower or is entered into in the ordinary course of business;

(xxiii) intellectual property licenses entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(xxiv) [reserved];

(xxv) [reserved];

(xxvi) any transition services arrangement, supply arrangement or similar arrangement entered into in connection with or in contemplation of the disposition of assets or Equity Interests in any Restricted Subsidiary not in violation of Section 6.4 that the Board of Directors of the Borrower determines is either fair to the Borrower or otherwise on customary terms for such type of arrangements in connection with similar transactions;

(xxvii) transactions contemplated by the Turbines Sale-Leaseback Transaction Documents or the Turbine and Intermediation Facility;

(xxviii) payments by the Borrower and its Subsidiaries pursuant to tax sharing agreements among the Borrower and its Subsidiaries on customary terms; provided that such payments shall not exceed the excess (if any) of the amount of taxes that the Borrower and its Subsidiaries would have paid on a stand-alone basis over the amount of such taxes actually paid by the Borrower and its Subsidiaries directly to governmental authorities and provided further that such agreement or arrangement is not materially adverse to the interests of the Lenders;

(xxix) payments to and from, and transactions with, any joint ventures or Unrestricted Subsidiary entered into in the ordinary course of business, consistent with past practice or consistent with industry norm (including any cash management activities related thereto);

(xxx) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Borrower in an Officer's Certificate) for the purposes of improving the consolidated tax efficiency of the Borrower and its Subsidiaries and not for the purpose of circumventing any covenant set forth in this Agreement;

(xxxi) [reserved]; and

(xxxii) transactions permitted pursuant to the CoreCo MIP, the FLNG2 MIP and the other applicable Definitive Documents (as defined in the Restructuring Support Agreement).

6. Liens.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, permit to exist, create, incur or assume any Lien that secures obligations under any Indebtedness on any asset or property of the Borrower or any Restricted Subsidiary that is not a Permitted Lien.

7. [Reserved].

8. [Reserved].

9. Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Borrower shall not merge, consolidate or amalgamate with or into or wind up into (whether or not the Borrower is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of the Borrower and its Restricted Subsidiaries, taken as a whole, in one or more related transactions to any Person.

(b) Subject to the provisions in this Agreement and the Security Documents governing release of a Guarantee, no Guarantor shall, and the Borrower shall not permit a Guarantor to, merge, consolidate or amalgamate with or into or wind up into (whether or not the Guarantor is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its and its Restricted Subsidiaries' properties or assets, taken as a whole, in one or more related transactions, to any Person unless:

(i) a Guarantor is the surviving Person or the Person formed by or surviving any such merger, consolidation, amalgamation or winding up (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company, trust or other entity organized or existing under the laws of the jurisdiction of organization of such Guarantor or any other Guarantor or the laws of the United States, any state or territory thereof or the District of Columbia (such Guarantor or such Person, as the case may be, being herein called the "Successor Guarantor");

(ii) the Successor Guarantor, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under this Agreement and such Guarantor's related Guarantee pursuant to joinders hereto and to the applicable Security Documents and the Intercreditor Agreement or other documents or instruments in form reasonably satisfactory to the Administrative Agent, and has provided all documentation and other information requested by the Agents and the Lenders in connection with Anti-Money Laundering Laws and Sanctions, including applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act; and

(iii) to the extent any assets of the Person who is merged, consolidated or amalgamated with or into the Successor Guarantor are assets of the type that would constitute Collateral under the Security Documents, the Successor Guarantor will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the applicable Security Documents in the manner and to the extent required in this Agreement or the applicable Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the applicable Security Documents; or

(iv) the transaction is not otherwise prohibited by Section 6.4.

(c) The Successor Guarantor will succeed to, and be substituted for, such Guarantor under this Agreement, the Intercreditor Agreement and the applicable Security Documents and such Guarantor's Guarantee and such Guarantor will automatically be released and discharged from its obligations under this Agreement, the Intercreditor Agreement and the applicable Security Documents.

Notwithstanding the foregoing, any Guarantor may (i) merge, consolidate or amalgamate with or into, wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties

or assets to another Guarantor or the Borrower, (ii) merge, consolidate or amalgamate with or into or wind up into the Borrower or an Affiliate of the Borrower solely for the purpose of reincorporating or reorganizing such Guarantor in the United States, any state or territory thereof, the District of Columbia or the jurisdiction of organization of any other Guarantor, (iii) convert into a corporation, partnership, limited partnership, limited liability company, trust or other entity organized or existing under the laws of the jurisdiction of organization of such Guarantor or any other Guarantor, or the laws of a jurisdiction in the United States, any state or territory thereof or the District of Columbia or (iv) liquidate or dissolve or change its legal form if the Board of Directors or the senior management of the Borrower determines in good faith that such action is in the best interests of the Borrower and is not materially disadvantageous to the Lenders, in each case, without regard to the requirements set forth in Section 6.9(b).

10. Amendments to Certain Agreements.

(a) The Turbine and Intermediation Facility may not be amended, supplemented or modified, or any provision thereof waived or modified by prior consent of any party thereto, in each case, in a manner materially adverse to the Lenders without the prior written consent of the Required Lenders; provided that trade confirmations or similar instruments issued pursuant to the terms of the Turbine and Intermediation Facility in the ordinary course of business in connection with LNG cargo transactions shall not constitute an amendment, supplement, modification or waiver of such facility for purposes of this clause (a).

(b) The ZP1 Note may not be amended, supplemented or modified, or any provision thereof waived or modified by prior consent of any party thereto, in each case, in a manner materially adverse to the Lenders without the prior written consent of the Required Lenders.

(c) The CoreCo-BrazilCo Transition Services Agreement may not be amended, supplemented or modified, or any provision thereof waived or modified by prior consent of any party thereto, in each case, in a manner materially adverse to the Lenders without the prior written consent of the Required Lenders.

11. Anti-Money Laundering, Anti-Corruption Laws, Ex-Im Laws and Sanctions.

(a) The Borrower will not, and shall not permit any Guarantor to, directly or knowingly indirectly, use the proceeds of the Loans or lend, contribute or otherwise make available such proceeds to any Person (i) to fund or facilitate any transactions, activities, or business of, with, or involving any Restricted Person in violation of Sanctions or Sanctioned Country; or (ii) in any manner that will result in a violation of Sanctions, Ex-Im Laws, Anti-Corruption Laws or Anti-Money Laundering Laws by the Borrower or any Subsidiary or any other Person (including any Agent, Lender, arranger, advisor).

(b) The Borrower shall not, and shall not permit any Guarantor to, directly or knowingly indirectly, fund all or part of any repayment of the Loans out of proceeds derived from any (i) transactions, activities, or business of, with, or involving any Restricted Person in violation of Sanctions or Sanctioned Country; or (ii) activity or transactions in violation of, or that would otherwise cause any Person (including any Agent, Lender, arranger, advisor) to be in violation of, any Anti-Corruption Laws, Anti-Money Laundering Laws, Ex-Im Laws or Sanctions.

(c) The Borrower will not, and shall not permit any Restricted Subsidiary to, violate Anti-Money Laundering Laws in any material respect.

Section 7. EVENTS OF DEFAULT

1. Events of Default.

(a) Each of the following events shall constitute an "Event of Default":

(1) the Borrower shall fail to pay any principal of any Loan when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan, or any other amount payable hereunder or under any other Loan Document, within five (5) Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof;

(2) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been incorrect in any material respect on or as of the date made or deemed made;

(3) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) of Section 5.4(a) (with respect to the Borrower only), Section 5.7(a), Section 5.13 or Section 6;

(4) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in clauses (1) through (3) of this Section 7.1(a)), and such default shall continue unremedied for a period of 30 days after the date on which a Responsible Officer of any Loan Party obtains knowledge of such default;

(5) a default under any agreement involving Material Indebtedness, or the payment of such Material Indebtedness is guaranteed by the Borrower or any of its Restricted Subsidiaries (other than (i) Indebtedness owed to the Borrower or a Restricted Subsidiary, (ii) [reserved] and (iii) with respect to Indebtedness consisting of Hedging Obligations, termination events or equivalent events pursuant to the terms of the relevant Hedge Agreement which are not the result of any default thereunder by the Borrower or any Restricted Subsidiary) and such default results in any Material Indebtedness becoming due prior to its scheduled maturity;

(6) failure by the Borrower, any Material Subsidiary or any Specified Subsidiary to pay final non-appealable judgments aggregating in excess of $50.0 million (to the extent not covered by insurance as to which the insurer has been notified of such judgment or order and has not denied its obligation), which final non-appealable judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final and non-appealable, and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(7) the Borrower, any Material Subsidiary or any Specified Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(A) commences proceedings to be adjudicated bankrupt, restructured, reorganized or insolvent;

(B) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy Law;

(C) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;

(D) makes a general assignment for the benefit of its creditors; or

(E) makes an admission in writing of its inability generally to pay its debts as they become due;

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Borrower, any Material Subsidiary or any Specified Subsidiary, in a proceeding in which the Borrower, any such Material Subsidiary or any such Specified Subsidiary is to be adjudicated bankrupt or insolvent;

(B) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Borrower, any Material Subsidiary or any Specified Subsidiary, or for all or substantially all of the property of the Borrower, any such Material Subsidiary or any such Specified Subsidiary; or

(C) orders the winding up or liquidation of the Borrower, any Material Subsidiary or any Specified Subsidiary; and the order or decree remains unstayed and in effect for 60 consecutive days;

(9) (i) any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Pension Plan, (ii) any failure to satisfy the minimum funding standard of Section 412 of the Code and Section 302 of ERISA, whether or not waived, shall exist with respect to any Pension Plan, or any Lien in favor of the PBGC or a Pension Plan shall arise on the assets of the Borrower or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Pension Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Pension Plan for purposes of Title IV of ERISA, (iv) any Pension Plan shall terminate for purposes of Title IV of ERISA or (v) the Borrower or any Commonly Controlled Entity shall incur any liability in connection with a withdrawal from, or the Insolvency of, a Multiemployer Plan; and in each case in clauses (i) through (v) above, such event or condition results in or could reasonably be expected to result in a Material Adverse Effect;

(10) (i) the Liens created by the Security Documents shall at any time not constitute a valid and perfected Lien on any material portion of the Collateral intended to be covered thereby (unless perfection is not required by this Agreement or the Security Documents) other than (1) in accordance with the terms of the relevant Security Document and this Agreement, (2) as a result of the satisfaction of the Termination Conditions or (3) any loss of perfection that results from the failure of any controlling authorized representative under the Intercreditor Agreement (if applicable) or the Collateral Agent to maintain possession of certificates delivered to it representing securities pledged under the Security Documents and (ii) such default continues for 30 days after receipt of written notice given by the Administrative Agent or the Required Lenders;

(11) any Guarantee of any Guarantor that is a Material Subsidiary ceases to be in full force and effect (other than in accordance with the terms of such Guarantee) or such Guarantor or such group of Guarantors denies or disaffirms its obligations under its Guarantee (other than by reason of the satisfaction of the Termination Conditions);

(12) the Borrower or any Guarantor that is a Material Subsidiary shall assert, in any pleading in any court of competent jurisdiction, that any security interest in any material Security Document is invalid or unenforceable (other than by reason of the satisfaction of the Termination Conditions, the release of the Guarantee of such Guarantor in accordance with the terms of this Agreement or the release of such security interest in accordance with the terms of this Agreement and the Security Documents); or

(13) any Change of Control shall occur.

(b) Subject in all respects to the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, then, and in any such event, (A) if such event is an Event

of Default specified in Section 7.1(a)(7) or Section 7.1(a)(8), with respect to the Borrower, the Commitment of each Lender (if any) to make Loans shall automatically terminate, the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall automatically and immediately become due and payable, and (B) subject to clause 7.2 below, if such event is any other Event of Default, at the direction of the Required Lenders, the Administrative Agent and/or the Collateral Agent, as applicable, shall, by notice to the Borrower, (i) declare the Commitments of each Lender (if any) to make Loans to be terminated, whereupon such Commitments shall be terminated, (ii) declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be immediately due and payable, and (iii) exercise any or all of rights and remedies (without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind, all such notices and demands being waived), in any combination or order that Administrative Agent and/or the Collateral Agent (acting at the direction of the Required Lenders) shall elect, in addition to such other rights or remedies as the Secured Parties may have hereunder, under the Security Documents or at law or in equity including, without limitation (A) applying any amounts on deposit in any Deposit Account, securities account, and commodities account, or any other moneys of the Borrower or any Restricted Subsidiary in the manner provided in the Uniform Commercial Code and other relevant statutes and decisions and interpretations thereunder with respect to cash collateral and/or draw upon or make a demand under any Security Document and (B) exercising any and all rights and remedies available at law or in equity and available to it under any of the Loan Documents, including judicial or non-judicial foreclosure or public or private sale of any of the Collateral pursuant to the Security Documents.

(c) In the event of any Event of Default specified in Section 7.1(a)(5), such Event of Default and all consequences thereof (excluding any resulting payment default hereunder, other than as a result of acceleration of the Obligations) shall be annulled, waived and rescinded, automatically and without any action by the Administrative Agent or any other Credit Party, if within five (5) Business Days after such Event of Default arose:

(i) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged;

(ii) the requisite holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(iii) the default that is the basis for such Event of Default has been cured; provided that the foregoing shall not apply (A) to the failure to provide notice of a Default or Event of Default resulting from taking such prohibited action, (B) following the acceleration of the Loans and all other amounts due under this Agreement pursuant to Section 7.1(b) or (C) following receipt by the Borrower of written notice from the Required Lenders of any Default or Event of Default in respect of which the Required Lenders have expressly reserved their rights.

2. Application of Proceeds. Subject to the Intercreditor Agreement, all proceeds collected by the Collateral Agent upon any collection, sale, foreclosure or other realization upon any Collateral (including any distribution pursuant to a plan of reorganization), including any Collateral consisting of cash, shall be applied as follows:

FIRST, to the payment of all fees, costs, expenses and other amounts incurred by or otherwise owing to the Administrative Agent and the Collateral Agent (in their capacity as such hereunder or under any other Loan Document) hereunder or under any other Loan Document, including in connection with such collection, sale, foreclosure or realization or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances (if any) made by the Administrative Agent and the Collateral Agent hereunder or under any other Loan Document on behalf of any Loan Party and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of all the Senior Term Loan Obligations (the amounts so applied pursuant to this clause SECOND to be distributed among the Secured Parties pro rata in accordance with the amounts of the Senior Term Loan Obligations owed to them on the date of any such distribution);

THIRD, to the payment in full of all the Junior Term Loan Obligations (the amounts so applied pursuant to this clause THIRD to be distributed among the Secured Parties pro rata in accordance with the amounts of the Junior Term Loan Obligations owed to them on the date of any such distribution);

FOURTH, to the Loan Parties, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

In addition, in the event that the Collateral Agent receives any non-cash distribution upon any collection, sale, foreclosure or other realization upon any Collateral, such non-cash distribution shall be allocated in the manner described above, with the value of such non-cash distribution being reasonably determined by the Collateral Agent (acting at the direction of the Required Lenders); provided that the Collateral Agent shall apply any cash distribution in accordance with this Section 7.2 prior to application of any such non-cash distribution. The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

Section 8. THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT.

1. Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints WTNA to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each of the Lenders hereby expressly authorizes the Administrative Agent and the Collateral Agent to execute, deliver and to perform its obligations under, each of the Loan Documents to which the Administrative Agent and the Collateral Agent, as applicable, is a party. The provisions of this Section 8 are solely for the benefit of the Administrative Agent, the Collateral Agent and the Lenders, and none of the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions (except as provided in Section 8.6 and 8.14(d) below).

(b) WTNA shall also act as the Collateral Agent hereunder and under the other Loan Documents (and, in the case of the Collateral governed by English Law, in such capacity as Collateral Agent, as security trustee), and each of the Lenders hereby irrevocably appoints and authorizes WTNA act as the Collateral Agent (and, in the case of the Collateral governed by English Law, in such capacity as Collateral Agent, as security trustee), for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. Accordingly, the Collateral Agent, and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 8.5 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Section 8 and Section 9 (including Section 9.5(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto. Each

reference to the Administrative Agent in this Section 8 shall include the Collateral Agent, and the Collateral Agent shall be entitled to all rights, privileges and immunities of the Administrative Agent.

(c) It is understood and agreed that the use of the term "agent" herein or (except as provided in any other Loan Documents) (or any other similar term) with reference to the Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

2. Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender, if applicable, as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity if such Person is a Lender. Such Person and 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 Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

3. Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the applicable Agent or its Related Parties is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that neither Agent nor any of its Related Parties shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent or such Related Party to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Bankruptcy Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Bankruptcy Law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as an Agent or any of its branches or Affiliates in any capacity;

(d) shall not be liable for any action taken or not taken by it or its Related Parties under or in connection with this Agreement or the other Loan Documents (i) with the consent or at the request or direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) or (ii) in the absence of its own gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction. The Agents shall be deemed not to have knowledge of any Default unless and until an officer of such Agent responsible for the administration of this Agreement shall have received from the Borrower or a Lender written notice describing such Default and stating such notice is a "notice of default";

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, or for any failure of any Loan Party or any other

party to any Loan Document to perform its obligations hereunder or thereunder, (v) the value or the sufficiency of any Collateral, (vi) perfecting, maintaining, monitoring, preserving or protecting the security interest or Lien (including the priority thereof) granted under this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, (vii) the filing, re-filing, recording, re-recording or continuing of any document, financing statement, mortgage, assignment, notice, instrument of further assurance or other instrument in any public office at any time or times, (viii) providing, maintaining, monitoring or preserving insurance (including flood insurance) on or the payment of Taxes with respect to any of the Collateral or (ix) the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents;

(f) shall not be required to qualify in any jurisdiction in which it is not presently qualified to perform its obligations as an Agent;

(g) shall not be required to (i) expend or risk its own funds or provide indemnities in the performance of any of its duties hereunder or the exercise of any of its rights or powers, or (ii) otherwise incur any financial liability in the performance of its duties hereunder or the exercise of any of its rights or powers;

(h) the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions, Affiliated Lenders or Net Short Lenders. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution, Affiliated Lender or Net Short Lender; and

(i) shall not be obligated to calculate or confirm the All-In Yield or the Applicable Premium.

No requirement in any Loan Document for a Loan Party to provide evidence, opinion, information, documentation or other material requested or required by any Agent shall be construed to mean that such Agent has any responsibility to request or require such evidence, opinion, information, documentation or other material. No Lender shall assert, and each Lender hereby waives, any claim against the Agents, including any predecessor agent, its sub-agents and their respective Affiliates in respect of any action taken or omitted to be taken by any of them, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. Without limiting the foregoing, in no event shall the Agents be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether such Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The permissive rights of an Agent to do things enumerated in this Agreement or the other Loan Documents shall not be construed as a duty. For purposes of clarity, and without limiting any rights, protections, immunities or indemnities afforded to the Agents hereunder (including without limitation this Section 8), phrases such as "satisfactory to the [Administrative Agent][Collateral Agent]," "approved by the [Administrative Agent][Collateral Agent]," "acceptable to the [Administrative Agent][Collateral Agent]," "as determined by the [Administrative Agent][Collateral Agent]," "in the [Administrative Agent][Collateral Agent]'s discretion," "selected by the [Administrative Agent][Collateral Agent]," "elected by the [Administrative Agent][Collateral Agent]," "requested by the [Administrative Agent][Collateral Agent]," "in the opinion of the [Administrative Agent][Collateral Agent]" and phrases

of similar import that authorize or permit an Agent to approve, disapprove, determine, act or decline to act in its discretion shall be subject to such Agent receiving written direction from the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), to take such action or to exercise such rights.

No Agent shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility nor shall an Agent have any liability for losses arising from (i) any cause beyond its control, (ii) any delay, error, omission or default of any mail, telegraph, cable or wireless agency or operator or (iii) the acts or edicts of any government or governmental agency or other group or entity exercise governmental powers.

If at any time an Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process (including orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of any Collateral), such Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate, and if such Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, such Agent shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

No Agent shall have any liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts.

No Agent shall be under any obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) pursuant to the provisions of this Agreement, unless the Lenders shall have offered to such Agent security or indemnity (satisfactory to such Agent in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

For the avoidance of doubt, the Administrative Agent's rights, protections, indemnities and immunities provided herein shall apply to the Administrative Agent for any actions taken or omitted to be taken under this Agreement or any other Loan Documents and any other related agreements in any of their respective capacities and the Administrative Agent shall be afforded all of the rights, powers, immunities and indemnities set forth in this Agreement and in all of the other Loan Documents to which it is a signatory as if such rights, powers, immunities and indemnities were specifically set out in each such other Loan Document.

4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person,

and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower or any Lender), independent accountants and other experts, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

5. Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents or attorneys-in-fact appointed by such Agent. Each Agent and any such sub-agent or attorney-in-fact may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 8 shall apply to any such sub-agent or attorney-in-fact and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as an Agent. No Agent shall be responsible for the acts or omissions of any sub-agent or attorney-in-fact appointed without gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction.

6. Resignation of the Agents. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower (and upon any such resignation as Administrative Agent, shall also resign as Collateral Agent). Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower (not to be unreasonably withheld or delayed) unless an Event of Default under Section 7.1(a)(1), (7) or (8) is continuing, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States (which successor shall act as both Administrative Agent and Collateral Agent). If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, with the consent of the Borrower (not to be unreasonably withheld or delayed) unless an Event of Default under Section 7.1(a)(1), (7) or (8) is continuing, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if no successor agent has accepted appointment as the Administrative Agent and the Collateral Agent by the date which is 30 days following the retiring Agents' notice of resignation, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Secured Parties under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security solely for purposes of maintaining the perfection of the Lien on the Collateral securing the Obligations until such time as a successor Collateral Agent is appointed) and (b) except for any indemnity payments or other amounts owed to the retiring Agents, all payments, communications and determinations provided to be made by, to or through the Agents shall instead be made by or to each Person directly, until such time as the Required Lenders appoint a successor Administrative Agent and Collateral Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agents (except for any indemnity payments or other amounts owed to the retiring (or removed) Agents), and the retiring Agents shall be discharged from all of their duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agents' resignation hereunder and under the other Loan Documents, the provisions of this Section 8 and Section 9.5 shall continue in effect for the benefit of each retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as an Agent.

Notwithstanding anything to the contrary contained herein or in any related document, any entity into which an Agent may be merged or converted or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any entity resulting from any such conversion, sale, merger, consolidation or transfer to which such Agent is a party will be and become the successor of such Agent hereunder and

will have and succeed to the rights, powers, duties, immunities and privileges of its predecessor without the execution or filing of any instrument or paper or the performance of any further act.

7. Non-Reliance on the Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

8. [Reserved].

9. Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Bankruptcy Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated), by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under Sections 2.8 and 9.5) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and its agents and counsel, and any other amounts due the Agents under Sections 2.8 and 9.5.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

10. Collateral and Guaranty Matters.

(a) Each of the Lenders irrevocably authorizes the Collateral Agent to release or evidence the release of any Lien on any property granted to or held by the Collateral Agent under any Loan Document, to release any Guarantor from its obligations under a Guarantee or any Loan Document or to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document, in each case as provided in Section 9.20.

(b) Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Loan Documents pursuant to Section 9.20.

11. Withholding Taxes. To the extent required by any applicable Requirements of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall indemnify the Administrative Agent against, and shall make payable in respect thereof within thirty (30) days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 8.11. The agreements in this Section 8.11 shall survive the resignation and/or replacement of the Administrative Agent and/or the Collateral Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments, the termination of this Agreement or any other Loan Document and the repayment, satisfaction or discharge of all other Obligations.

12. Intercreditor Agreement

. Each Lender hereby irrevocably appoints, designates and authorizes the Agents to enter into the Intercreditor Agreement and to take such action on its behalf under the provisions thereof.

13. Credit Bidding. The Secured Parties hereby irrevocably authorize the Collateral Agent (either directly or via one or more acquisition vehicles), at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Collateral Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Collateral Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Collateral Agent (or the Required Lenders on its behalf) shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Required Lenders shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.1 of this Agreement), (iv) the Collateral Agent shall be authorized to assign all or any portion of the relevant Obligations to any such acquisition vehicle or vehicles pro rata by and among the Lenders as a result of which each of such Lenders shall be deemed to have received a pro rata portion of any interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle on account of the assignment of the respective Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to

take any further action and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Lender are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Lender shall execute such documents and provide such information regarding the Lender (and/or any designee of the Lender which will receive interests in or debt instruments issued by such acquisition vehicle) as the Collateral Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

14. Return of Certain Payments.

(a) If the Administrative Agent or the Collateral Agent (x) notifies a Lender or any Person who has received funds on behalf of a Lender (any such Lender or other recipient (and each of their respective successors and assigns), a "Payment Recipient") that the Administrative Agent or the Collateral Agent, as applicable, has determined in its sole discretion (whether or not after receipt of any notice under the immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent or the Collateral Agent) received by such Payment Recipient from the Administrative Agent, the Collateral Agent or any of their Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent or the Collateral Agent pending its return or repayment as contemplated below in this Section 8.14 and held in trust for the benefit of the Administrative Agent or the Collateral Agent, as applicable, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent or the Collateral Agent may, in its sole discretion, specify in writing), return to the Administrative Agent or the Collateral Agent, as applicable, the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent or the Collateral Agent, as applicable) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent or the Collateral Agent, as applicable, in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent or the Collateral Agent, as applicable, to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or any Person who has received funds on behalf of a Lender (and each of their respective successors and assigns), agrees that if it (or a Payment Recipient on its behalf) receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent or the Collateral Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent or the Collateral Agent, as applicable (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent or the Collateral Agent, as applicable (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case: (i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent or the Collateral Agent, as applicable, to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and (ii) such Lender shall use

commercially reasonable efforts to (and shall use commercially reasonable efforts to cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent or the Collateral Agent, as applicable, of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 8.14(b). For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent or the Collateral Agent pursuant to this Section 8.14(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 8.14(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender hereby authorizes the Administrative Agent and the Collateral Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent or the Collateral Agent to such Lender under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent or the Collateral Agent has demanded to be returned under the immediately preceding clause (a).

(d) The parties hereto agree that (x) irrespective of whether the Administrative Agent or the Collateral Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent or the Collateral Agent, as applicable, shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, to the rights and interests of such Lender, as the case may be) under the Loan Documents with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower; provided that this Section 8.14 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent or the Collateral Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent or the Collateral Agent from the Borrower for application to the Obligations.

(e) Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, in no event shall the occurrence of an Erroneous Payment (or the existence of any Erroneous Payment subrogation rights or other rights of the Administrative Agent or the Collateral Agent in respect of an Erroneous Payment) result in the Administrative Agent or the Collateral Agent becoming, or being deemed to be, a Lender hereunder or the holder of any Loans hereunder.

(f) To the extent permitted by applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent or the Collateral Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 8.14 shall survive the resignation or replacement of the Administrative Agent and/or the Collateral Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

15. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of Section 406 of ERISA and Section 4975 of the Code such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84- 14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 9. MISCELLANEOUS

1. Amendments and Waivers. Except solely to the extent provided in Section 2.12, neither this Agreement or any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 9.1. The Lenders at least constituting the Required Lenders, the Borrower and each other Loan Party which is a party to the relevant Loan Document may, or (with the written consent of the Lenders at least constituting the Required Lenders) the Administrative Agent, the Borrower and each other Loan Party which is a party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents (including amendments and restatements hereof or thereof) for the purpose of adding or removing any provisions to this Agreement or the other Loan Documents or changing in any manner the rights and obligations of the Lenders or the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as may be specified in the instrument of waiver, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default; provided, however, that the Administrative Agent may, with the consent of the Borrower only and without the need to obtain the consent of any Lender, amend, supplement or modify this Agreement or any other Loan Document to cure any ambiguity, omission, defect or inconsistency, so long as the Lenders shall have received at least five Business Days' prior written notice thereof and

Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Lenders constituting at least the Required Lenders stating that the Lenders constituting at least the Required Lenders object to such amendment; provided further, however, notwithstanding anything in this Section 9.1 to the contrary, that no such waiver, amendment, supplement or modification of any portion of this Agreement or any other Loan Document shall:

(i) forgive the principal amount of any Loan, change the final scheduled date of maturity or scheduled payment date of any principal of any Loan, or extend the time for payment of any principal, interest (including PIK Interest), fees or premium (including pursuant to Section 2.10(a)(i)), or increase the amount of, or extend the expiration date of any Commitment of any Lender, in each case without the consent of each Lender;

(ii) reduce or delay the stated rate of any interest (including PIK Interest), fee or premium (including pursuant to Section 2.10(a)(i)) payable under this Agreement (except in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders)) or change the form of interest payment (e.g., cash or PIK), in each case without the consent of each Lender;

(iii) extend, postpone or otherwise modify the Maturity Date of any Class of Term Loans, in each case without the consent of each Lender holding Loans of such Class; provided that the foregoing shall not apply to any Extension Amendment effected in accordance with Section 2.21;

(iv) amend, modify or waive any provision of this Section 9.1 or the definitions of Class, Required Lenders, Specified Basket, Specified Jurisdiction, Super Majority Lenders, Super Priority Obligations, or Type (or any of their component definitions) in each case without the consent of each Lender; provided that certain agreements may be amended without the consent of the Required Lenders as contemplated by the last clause of this Section 9.1;

(v) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents without the consent of each Lender;

(vi) amend, modify or waive any provision of Section 8, or any other provision affecting the rights, duties, protections, immunities, indemnities or obligations of the Administrative Agent or the Collateral Agent, without the consent of the Administrative Agent and the Collateral Agent, as applicable;

(vii) amend, modify or waive the definition of Pro Rata Share or any provision of Section 2.14, Section 2.21 or Section 7.2 without the consent of each Lender;

(viii) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender, except (A) solely to the extent the release of such Collateral is permitted pursuant to Section 9.20 (in which case such release may be made without the consent of any Lender) or (B) upon satisfaction of the Termination Conditions;

(ix) release all or substantially all of the value of the Guarantees without the written consent of each Lender, except (A) solely to the extent the release of any Subsidiary from a Guarantee is permitted pursuant to Section 9.20 (in which case such release may be made without the consent of any Lender) or (B) upon satisfaction of the Termination Conditions;

(x) create or modify, or have the effect of creating or modifying, any Specified Basket, any new category of Indebtedness permitted under Section 6.3(b) or any new category of Permitted Liens, in each case, without the consent of the Super Majority Lenders;

(xi) waive all affirmative and negative covenants without the consent of each Lender; or

(xii) other than with respect to any Specified Basket, (A) subordinate, or have the effect of subordinating, the Obligations hereunder to any other Indebtedness or (B) subordinate the Lien of the Collateral Agent in all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender;

provided, further, that any Loan Document may be waived, amended, supplemented or modified pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent and/or the Collateral Agent (without the consent of any Lender) solely to grant a new Lien for the benefit of the Secured Parties or extend an existing Lien over additional property. Affiliated Lenders shall at all times be subject to the voting restrictions specified in Section 9.6(g).

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent, the Collateral Agent and all future holders of the Loans.

Notwithstanding the foregoing, Security Documents and related documents executed in connection with this Agreement may be in a form reasonably determined by the Collateral Agent and the Administrative Agent and may be, together with this Agreement, amended and waived with the consent of the Administrative Agent, the Collateral Agent and the Borrower only and without the need to obtain the consent of any Lender if such amendment or waiver is not adverse to the Lenders and is delivered solely to the extent necessary to (i) comply with local Law or advice of local counsel or (ii) cause such Guarantee, Security Document or related document to be consistent with this Agreement and the other Loan Documents, in each case, as certified by the Borrower.

Furthermore, notwithstanding anything to the contrary herein, with the consent of the Administrative Agent at the request of the Borrower (without the need to obtain any consent of any Lender), any Loan Document may be amended to add terms that are favorable to all of the Lenders, including to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties;

If the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature , in each case, in any provision of this Agreement or any other Loan Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Loan Document), then the Administrative Agent (acting in its sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document (unless the Required Lenders object to such amendment within five Business Days of notification of such amendment to the Lenders).

2. Notices. Except as otherwise provided in Section 2.6(c), all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of facsimile notice, when received, addressed (a) in the case of the Loan Parties, the Collateral Agent and the Administrative Agent, as follows and (b) in the case of the Lenders, to the Administrative Agent with express direction to post to the Platform or (c) in the case of any party, to such other address as such party may hereafter notify to the other parties hereto:

the Loan Parties:

C/o New Fortress Energy Inc.
111 W. 19th Street, 8th Floor
New York, NY 10011
Attention: Matthew Reinhard – Co-General Counsel
Telephone: 516-268-7406
Email: mreinhard@newfortressenergy.com

with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
Attention: David Passes
One Manhattan West
New York, NY 10001
Telephone: 212-735-2954
Email: david.passes@skadden.com

the Administrative Agent:

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Jeffery Rose

Email: jrose@wilmingtontrust.com

and the Collateral Agent:

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Jeffery Rose

Email: jrose@wilmingtontrust.com

with a copy to, in each case of the Administrative Agent and Collateral Agent (but which copy shall not constitute notice):

Seward & Kissel LLP
One Battery Park Plaza
New York, NY 10004
Attention: Gregg Bateman

Email: bateman@sewkis.com

provided that any notice, request or demand to or upon the Agents or any Lender shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that

the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS AND/OR INFORMATION PROVIDED BY OR ON BEHALF OF THE BORROWER HEREUNDER ("BORROWER MATERIALS") OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Agents or any of its Related Parties (each, an "Agent Party") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Agents' transmission of materials and/or information provided by or on behalf of the Borrower hereunder through the Platform or the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

4. Survival of Representations and Warranties. All representations and warranties made herein, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

5. Payment of Expenses; Indemnification.

(a) The Borrower agrees (i) to pay or reimburse each Agent and the Fronting Lender (in its capacity as such) for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Facility and the development, negotiation, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby (limited in the case of counsel fees to the reasonable and documented fees and disbursements of a single law firm as counsel to the Agents and one local counsel to the Agents, taken as a whole, in any relevant jurisdiction and one counsel to the Fronting Lender) and the charges of any Platform, (ii) to pay or reimburse the Agents for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including documentary taxes associated with the Facility and all costs and expenses incurred during any legal proceeding, including any proceeding under any Bankruptcy Laws, limited in the case of counsel fees payable pursuant to this clause (ii) to the reasonable and documented fees and disbursements of a single law firm as counsel to the

Agents taken as a whole and one local counsel to the Agents taken as a whole in any relevant material jurisdiction (or, with respect to enforcement, any relevant jurisdiction) and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel in each relevant jurisdiction but excluding, in each case, Taxes except to the extent such Taxes (A) represent liabilities, obligations, penalties, demands, actions, losses, claims or damages arising from a non-Tax claim, (B) constitute Indemnified Taxes or (C) are otherwise indemnifiable Taxes under the Loan Documents, (iii) to pay or reimburse the Lenders for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, negotiation, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, limited in the case of counsel fees payable pursuant to this clause (iii) to the reasonable and documented fees and disbursements of a single law firm as counsel to the Lenders and one local counsel to the Lenders, taken as a whole, in any relevant jurisdiction and, if a conflict exists among such Lenders, one additional primary counsel, (iv) to pay, indemnify, or reimburse the Agents for; and hold the Agent harmless from, any and all reasonable and documented recording and filing fees, if any, which may be payable or determined to be payable in connection with the execution and delivery of or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of this Agreement, the other Loan Documents and any such other documents and (v) to pay, indemnify or reimburse each Lender (including, for the avoidance of doubt, the Fronting Lender), each Agent and their respective affiliates, and their respective officers, directors, members, partners, employees, advisors, agents, controlling persons and other representatives (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, claims (including Environmental Claims), actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, attorney's fees and expenses and the costs of enforcement of this Agreement or any provision hereof) (limited to, in the case of counsel, the reasonable and documented fees and disbursements of (A) a single law firm as counsel to the Agents taken as a whole and one local counsel to the Agents taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (plus, if applicable, any additional counsel in the event of a conflict) in each relevant jurisdiction, and one counsel to the Fronting Lender and (B) a single law firm as counsel to the Indemnitees (other than the Agents and the Fronting Lender, in its capacity as Fronting Lender) taken as a whole and one local counsel to the Indemnitees (other than the Agents) taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (plus if applicable, any additional counsel in the event of a conflict) in each relevant jurisdiction), whether direct, indirect, special or consequential, incurred by an Indemnitee or asserted against any Indemnitee arising out of, in connection with, or as a result of (A) the execution, enforcement or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby, (B) any Loan or the use or proposed use of the proceeds thereof, (C) any actual or alleged presence or Release of Hazardous Materials on, at, under or from any property owned, occupied or operated by the Borrower or any of its Subsidiaries, or any liability under any Environmental Law related in any way to the Borrower or any of its Subsidiaries or any of their respective properties, or (D) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by the Borrower or any other Loan Party or their respective equity holders, affiliates, creditors or security holders, and regardless of whether any Indemnitee is a party thereto (all the foregoing in this clause (iv), collectively, the "Indemnified Liabilities"), but excluding, in each case, Taxes other than any Taxes that (A) represent liabilities, obligations, penalties, demands, actions, losses, claims, prepayments, suits, costs, expenses, disbursements or damages arising from a non-Tax claim, (B) constitute Indemnified Taxes, or (C) are otherwise indemnifiable Taxes under the Loan Documents; provided that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities (x) are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from (I) solely in respect of the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence or willful misconduct of such Indemnitee or (II) in respect of an Indemnitee other than the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence, bad faith, willful misconduct or material breach of its obligations under this Agreement of such Indemnitee or any of its Related Parties or (y) resulted from any dispute

that does not involve an act or omission by the Borrower or any of its Affiliates, shareholders, partners or other equity holders and that is brought by an Indemnitee or any of its Related Parties against another Indemnitee or any of its Related Parties other than any claims by or against an Indemnitee in its capacity or in fulfilling its role as an Agent. No Indemnitee shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems. No Indemnitee shall assert against any Loan Party and no Loan Party shall assert against any Indemnitee, and each Indemnitee and each Loan Party hereby waives, any special, punitive, indirect or consequential or exemplary damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) provided that nothing contained in this sentence shall limit any Loan Party's or Lender's indemnification and reimbursement obligations to the extent such special, indirect, consequential or punitive damages are included in any third party claim with respect to which such Indemnitee is entitled to indemnification hereunder. Without limiting the foregoing, and to the extent permitted by applicable Law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries so to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 9.5 shall be payable not later than 30 days after written demand therefor (with backup documentation supporting such indemnity request). Statements payable by the Borrower pursuant to this Section 9.5 shall be submitted to the Borrower at the address of the Borrower set forth in Section 9.2, or to such other Person or address as may be hereafter designated by the Borrower in a notice to the Administrative Agent. 'Related Parties' as used in this clause (a) shall only refer to the Related Parties of an Indemnitee to the extent the Indemnitee is not a natural person. The agreements in this Section 9.5 shall survive the termination of the Commitments, the termination of this Agreement or any other Loan Document, the resignation and/or replacement of the Administrative Agent and/or the Collateral Agent, the assignment of Loans via the Fronting Arrangement, and repayment of the Loans and all other amounts payable hereunder.

(b) Without duplication of Section 2.17(d) or clause (a) above, Borrower agrees (i) to hold each Lender and each Agent harmless from, any and all reasonable and documented recording and filing fees and any and all liability with respect to, or resulting from any delay in paying Other Taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents and (ii) to hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, claims (including Environmental Claims), actions, judgments, suits, and reasonable and documented costs, expenses or disbursements of any kind or nature whatsoever (limited to, in the case of counsel, the reasonable and documented fees and disbursements of (A) a single law firm as counsel to the Agents taken as a whole and one local counsel to the Agents taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (plus if applicable, any additional counsel in the event of a conflict) in each relevant jurisdiction and (B) a single law firm as counsel to the Indemnitees (other than the Agents) taken as a whole and one local counsel to the Indemnitees (other than the Agents) taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (plus, if applicable, any additional counsel in the event of a conflict) in each relevant jurisdiction) whether direct, indirect, special or consequential, incurred by an Indemnitee or asserted against any Indemnitee arising out of, in connection with, or as a result of (A) the execution, enforcement or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (B) any Loan or the use or proposed use of the proceeds thereof, (C) any actual or alleged presence or Release of Hazardous Materials on, at, under or from any property owned, occupied or operated by the Borrower or any of its Subsidiaries, or any liability under any Environmental Law related in any way to the Borrower or any of its Subsidiaries or any of their respective properties, or (D) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by the Borrower or any other Loan Party or their respective equity holders, affiliates creditors or security

holders, and regardless of whether any Indemnitee is a party thereto, but excluding, in each case of this clause (ii), Taxes other than any Taxes that (A) represent liabilities, losses, obligations, penalties, demands, actions, prepayments, suits, costs, expenses, disbursements, claims or damages arising from a non-Tax claim, (B) constitute Indemnified Taxes under the Loan Documents, or (C) are otherwise indemnifiable Taxes; provided that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities (x) are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from (I) solely in respect of the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence or willful misconduct of such Indemnitee or (II) in respect of an Indemnitee other than the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence, bad faith, willful misconduct or material breach of its obligations under this Agreement of such Indemnitee or any of its Related Parties or (y) resulted from any dispute that does not involve an act or omission by the Borrower or any of its Affiliates, shareholders, partners or other equity holders and that is brought by an Indemnitee or any of its Related Parties against another Indemnitee or any of its Related Parties other than any claims by or against an Indemnitee in its capacity or in fulfilling its role as the Administrative Agent or the Collateral Agent.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsections (a) and (b) of this Section 9.5 to be paid by it to any Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to indemnify each Agent (or any such sub-agent) or such Related Party, as the case may be, against any loss, claim, damage, liability or related expense and pay to such Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such indemnified loss, claim, damage, liability or related expense or unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for such Agent (or any such sub-agent) in connection with such capacity.

6. Successors and Assigns; Participations and Assignments.

(a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent, the Collateral Agent, all future holders of the Loans and their respective successors and assigns, except that no Loan Party may assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except as described in this Section 9.6.

(b) Any Lender may, without the consent of the Borrower, in accordance with applicable Law, at any time sell to one or more banks, financial institutions or other entities (each, a "Participant") participating interests in any Loan owing to such Lender or any other interest of such Lender hereunder and under the other Loan Documents; provided, however, that no Lender shall be permitted to sell any such participating interest to (i) any of the Affiliated Lenders or any of their respective Affiliates or any of their respective associated investment funds (except as provided in clause (g) below), (ii) any Person that is a Defaulting Lender or a Disqualified Institution, (iii) the Borrower or any of its Subsidiaries (except as provided in Section 9.6(f)) or (iv) any natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural person). In the event of any such sale by a Lender of a participating interest to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Loan Documents, and the Borrower and the Agents shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. In no event shall any Participant under any such participation have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom, except to the extent that such amendment, waiver or consent would require the consent of all Lenders pursuant to Section 9.1. The Borrower agrees that if amounts outstanding under this Agreement and the Loans are due or unpaid, or shall have been declared or shall have become due and payable upon

the occurrence of an Event of Default, each Participant shall, to the maximum extent permitted by applicable law, be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement; provided that, in purchasing such participating interest, such Participant shall be deemed to have agreed to share with the Lenders the proceeds thereof as provided in Section 2.14 as fully as if such Participant were a Lender hereunder. The Borrower also agrees that each Participant shall be entitled through the Lender granting the participation to the benefits of Sections 2.15, 2.16 or 2.17 (subject to the requirements and limitations of such Sections, Section 2.18 and 2.19, including the requirements of Section 2.17(f) and (g) (it being agreed that any required forms shall be provided solely to the participating Lender)) with respect to its participation in the Commitments and the Loans outstanding from time to time as if such Participant were a Lender; provided that no Participant shall be entitled to receive any greater amount pursuant to any such Section than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred, except to the extent that entitlement to a greater amount results from a Change in Law that occurs after such Participant acquires the applicable participation, unless such transfer was made with the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed). Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and stated interest amounts of each Participant's interest in the Loans held by it (the "Participant Register"). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of the participation in question for all purposes of this Agreement, notwithstanding notice to the contrary. No Lender shall have any obligation to disclose all or any portion of a Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. Neither Agent shall be responsible for maintaining or establishing any Participant Register.

(c) Any Lender (an "Assignor") may, in accordance with applicable Law and the written consent of the Administrative Agent (which shall not be unreasonably withheld or delayed) and, so long as no Event of Default under Section 7.1(a)(1), (7) or (8) has occurred and is continuing, the Borrower (such consent not to be unreasonably withheld, conditioned or delayed and provided that the Borrower shall be deemed to have consented unless the Borrower shall have objected thereto within ten (10) Business Days after having received written notice thereof), at any time and from time to time assign to any Lender or any affiliate, Related Fund or Control Investment Affiliate thereof, or to an additional bank, financial institution or other entity (an "Assignee") all or any part of its rights and obligations under this Agreement pursuant to an Assignment and Acceptance executed by such Assignee and such Assignor and delivered to the Administrative Agent for its acceptance and recording in the Register; provided that assignments made to any Lender, an affiliate of a Lender or a Related Fund and assignments made by the Fronting Lender pursuant to the Fronting Arrangement, will not be subject to the above described consents of the Administrative Agent or the Borrower; provided, further, that the Fronting Lender may not assign all or any portion of the Fronted Amounts without the Borrower's prior written consent, which shall not be unreasonably withheld and shall be provided in accordance with the Fronting Arrangements (for the avoidance of doubt, it is being understood and agreed that the Borrower shall provide such consent to any assignment permitted by the Last Look Rights (as defined in the Fronting Letter) or if no other party exercises its Last Look Rights (as defined in the Fronting Letter)); provided, further, that no assignment to an Assignee (other than any Lender or any affiliate thereof) of Commitments shall be in an aggregate principal amount of less than $1,000,000 (other than in the case of an assignment of all of a Lender's interests in the Facility under this Agreement or in the case of an assignment by the Fronting Lender pursuant to the Fronting Arrangement) and, after giving effect thereto, the assigning Lender (if it shall retain any Commitment) shall have a Commitment of at least $1,000,000 unless otherwise agreed by the Administrative Agent and the Borrower; provided, however, no Lender shall be permitted to assign all or any part of its rights and obligations under this Agreement to (i) any of the Affiliated Lenders or any of their respective Affiliates or any of their respective associated investment funds (except as provided in clause (g) below), (ii) any Person that is a Defaulting Lender or a Disqualified Institution, (iii) the Borrower or any of its Subsidiaries (except as provided in clause (f) below) or (iv) any natural person (or a holding company, investment vehicle or trust for, or owned and

operated by or for the primary benefit of a natural person) other than any natural person acquiring Term Loans from an Affiliated Lender. Upon such execution, delivery, acceptance and recording in the Register, from and after the effective date determined pursuant to such Assignment and Acceptance, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Acceptance, have the rights and obligations of a Lender hereunder with Commitments and/or Loans as set forth therein, and (y) the Assignor thereunder shall, to the extent of the interest assigned in such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of an Assignor's rights and obligations under this Agreement, such Assignor shall cease to be a party hereto, except as to Sections 2.16, 2.17 and 9.5 in respect of the period prior to such effective date). For purposes of the minimum assignment amounts set forth in this paragraph, multiple assignments by two or more Related Funds shall be aggregated.

(d) Any designation of a Disqualified Institution (x) shall not have retroactive effect to disqualify an entity in respect of any prior assignment, participation, executed trade with respect to the foregoing that has not yet settled or executed commitment advice letter, in respect of any Lender or potential Lender permitted hereunder at the time of such assignment, participation, executed trade or commitment advice letter and (y) shall not take effect until one (1) Business Day after written notice to the Administrative Agent. The Administrative Agent shall not be responsible for monitoring compliance with the Disqualified Institution list and shall have no liability for non-compliance by any Lender.

(e) Upon its receipt of an Assignment and Acceptance executed by an Assignor and an Assignee (and, in any case where the consent of any other Person is required by Section 9.6(c), by each such other Person) together with payment to the Administrative Agent of a registration and processing fee of $3,500 (provided, however, that (i) Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (ii) no such fee shall be required to be paid in the case of an Assignee which is already a Lender or any affiliate, Related Fund or Control Investment Affiliate thereof in connection with an assignment from an affiliate, Related Fund or Control Investment Affiliate of such Lender), the Administrative Agent shall (A) promptly accept such Assignment and Acceptance and (B) on the effective date determined pursuant thereto record the information contained therein in the Register and give notice of such acceptance and recordation to the Borrower. On or prior to such effective date, the Borrower, at its own expense, upon request, shall execute and deliver to the assigning Lender a new Loan Note to such Assignee in an amount equal to the Commitment assumed or acquired by it pursuant to such Assignment and Acceptance and, if the Assignor has retained a Commitment, upon request, a new Loan Note to the Assignor in an amount equal to the Commitment retained by it hereunder. Such new Loan Note or Loan Notes shall otherwise be in the form of the Loan Note or Loan Notes replaced thereby.

(f) Any Lender may, so long as no Default or Event of Default has occurred and is continuing, at any time, assign all or a portion of its rights and obligations with respect to Term Loans under this Agreement to Borrower or any of its Subsidiaries through Dutch auctions or other offers to purchase made in writing simultaneously to all Lenders on a pro rata basis consistent with procedures to be agreed between the Borrower and the Administrative Agent; provided, further, that:

(i) (a) the principal amount of such Term Loans, along with all accrued and unpaid interest thereon, so contributed, assigned or transferred to the Borrower and not concurrently assigned to any bank, financial institution or other entity in accordance with this Section 9.6 shall be deemed automatically canceled and extinguished on the date of such contribution, assignment or transfer, (b) the aggregate outstanding principal amount of Term Loans of the remaining Lenders shall reflect such cancellation and extinguishing of the Term Loans then held by the Borrower and (c) the Borrower shall promptly provide notice to the Administrative Agent of such contribution, assignment or transfer of such Term Loans, and the Administrative Agent, upon receipt of such notice, shall reflect the cancellation of the applicable Term Loans in the Register;

(ii) the aggregate outstanding principal amount of the Term Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans purchased by, or contributed to (in each case, and subsequently canceled pursuant to clause (i) above), the Borrower pursuant to Section 9.6(f) and the principal

repayment installments with respect to the Term Loans of such Class pursuant to Section 2.3 shall be reduced pro rata by the par value of the aggregate principal amount of Term Loans so purchased or contributed (and subsequently canceled) to the extent such purchase or contribution was not financed with revolving indebtedness, with such reduction being applied solely to the Term Loans of the Lenders which sold such Term Loans.

(g) Notwithstanding anything else to the contrary contained in this Agreement, (x) any Lender may assign all or a portion of its Term Loans to any Person that, after giving effect to such assignment, would be an Affiliated Lender and (y) no Affiliated Lender may acquire Term Loans other than through Dutch auctions or other offers to purchase made in writing simultaneously to all Lenders on a pro rata basis; provided that (i) the assigning Lender and Affiliated Lender shall execute and deliver to the Administrative Agent an Affiliated Lender Assignment and Acceptance in lieu of an Assignment and Acceptance; (ii) no Affiliated Lender shall be required to represent or warrant that it is not in possession of material non-public information with respect to the Borrower and/or any of its Subsidiaries and/or their respective securities in connection with any assignment permitted by this Section (g); and (iii) no Term Loan may be assigned to an Affiliated Lender pursuant to this Section (g), if after giving effect to such assignment, the Affiliated Lenders together in the aggregate would own in excess of 15% of the aggregate principal amount of the Term Loans then outstanding (calculated as of the date of such purchase after giving effect to any simultaneous cancellation thereof). Notwithstanding anything to the contrary in this Agreement, no Affiliated Lender shall have any right to (i) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Loan Parties are not invited, (ii) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to any Loan Party or its representatives (and in any case, other than the right to receive notices of prepayments and other administrative notices in respect of its Loans required to be delivered to Lenders) or (iii) make or bring (or participate in, other than as a passive participant in or recipient of its pro rata benefits of) any claim, in its capacity as a Lender, against the Administrative Agent or the Collateral Agent with respect to any duties or obligations or alleged duties or obligations of such Agent under the Loan Documents; provided that this clause (iii) shall not prohibit the making or bringing of any claim arising out of the gross negligence or willful misconduct of the Administrative Agent or the Collateral Agent. Notwithstanding anything in Section 9.1 or the definitions of "Required Lenders" and "Super Majority Lenders" to the contrary, for purposes of determining whether the "Required Lenders" or "Super Majority Lenders" have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document or (iii) directed or required the Administrative Agent, the Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, all Term Loans held by any Affiliated Lender shall be deemed to have voted in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Affiliated Lenders for all purposes of calculating whether the Required Lenders or Super Majority Lenders have taken any actions; provided that the foregoing voting provisions shall not apply with respect to any amendment, modification, waiver or consent that (x) affects such Affiliated Lender in a disproportionate and adverse manner as to the other Lenders of the same Class and/or (y) deprives such Affiliated Lender of its pro rata share of any payment to which all Lenders of the same Class are entitled. Each Affiliated Lender hereby agrees that if a case under Title 11 of the United States Code is commenced against any Loan Party, each such Affiliated Lender shall consent to provide that the vote of such Affiliated Lender (in its capacity as a Lender) with respect to any plan of reorganization of such Loan Party shall be deemed to be without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Affiliated Lenders, except that such Affiliated Lender's vote (in its capacity as a Lender) may be counted to the extent any such plan of reorganization proposes to treat the Obligations held by such Affiliated Lender in a manner that is less favorable in any respect to such Affiliated Lender than the proposed treatment of similar Obligations held by Lenders that are not Affiliates of the Borrowers. In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or prospective Participant is an Affiliated Lender nor shall the Administrative Agent be obligated to monitor the number of Affiliated Lenders or the aggregate amount of Loans held by Affiliated Lenders.

(h) [Reserved].

(i) [Reserved].

(j) [Reserved].

(k) [Reserved].

(l) [Reserved].

(m) The aggregate outstanding principal amount of the Term Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans purchased by, or contributed to (in each case, and subsequently canceled hereunder unless concurrently assigned to a bank, financial institution or other entity in accordance with Section 9.6) and the principal repayment installments with respect to the Term Loans of such Class pursuant to Section 2.3 shall be reduced pro rata by the par value of the aggregate principal amount of Term Loans so purchased or contributed (and subsequently canceled), with such reduction being applied solely to the Term Loans of the Lenders which sold such Term Loans.

(n) For the avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section 9.6 concerning assignments of Loans and Loan Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests in Loans and Loan Notes, including any pledge or assignment by a Lender of any Loan or Loan Note to any Federal Reserve Bank in accordance with applicable Law.

(o) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPC"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any state thereof. Each party hereto also agrees that each SPC shall be entitled to the benefits of Sections 2.15, 2.16 or 2.17 (subject to the requirements and limitations of such Sections, Section 2.18 and 2.19, including the requirements of Section 2.17(f) and (g) (it being agreed that any required forms shall be provided solely to the Granting Lender)) with respect to its granted interest in the Commitments and the Loans outstanding from time to time as if such SPC were a Lender; provided that no SPC shall be entitled to receive any greater amount pursuant to any such Section than the Granting Lender would have been entitled to receive in respect of the amount of the interest granted by such Granting Lender to such SPC had no such grant occurred, except to the extent that entitlement to a greater amount results from a Change in Law that occurs after such interest was granted, unless such transfer was made with the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed). In addition, notwithstanding anything to the contrary in this Section 9.6(o), any SPC may (A) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and with the payment of a processing fee in the amount of $3,500 (which processing fee may be waived by the Administrative Agent in its sole discretion), assign all or a portion of its interests in any Loans to the Granting Lender, or with the prior written consent of the Borrower and the Administrative Agent (which consent shall not be unreasonably withheld) and with the payment of a processing fee in the amount of $3,500 (which processing fee may be waived by the Administrative Agent in its sole discretion) to any financial institutions providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans, and (B) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such

SPC; provided that non-public information with respect to the Borrower or its Affiliates may be disclosed only with the Borrower's consent which will not be unreasonably withheld. This Section 9.6(o) may not be amended without the written consent of any SPC with Commitments outstanding at the time of such proposed amendment. To the extent an SPC provides a Loan, the applicable Granting Lender shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each SPC and the principal and stated interest amounts of each SPC's interest in the Loans held by it (the "SPC Register"). The entries in the SPC Register shall be conclusive, absent manifest error, and such Granting Lender shall treat each person whose name is recorded in the SPC Register as the owner of the participation in question for all purposes of this Agreement, notwithstanding notice to the contrary. No Granting Lender shall have any obligation to disclose all or any portion of a SPC Register (including the identity of any SPC or any information relating to a SPC's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

7. Set-off.

(a) Subject to the Intercreditor Agreement, in addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuation of any Event of Default, each Lender shall have the right, without prior notice to the Borrower or any other Loan Party, any such notice being expressly waived by the Borrower and such Loan Party to the extent permitted by applicable Law, upon any amount becoming due and payable by the Borrower or any other Loan Party hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower or such Loan Party. Each Lender agrees promptly to notify the Administrative Agent after any such setoff and application made by such Lender.

8. Counterparts.

(a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

(b) The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement or any other Loan Document and the transactions contemplated hereby shall be deemed to include Electronic Signatures, 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, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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.

10. Integration. This Agreement and the other Loan Documents, represent the entire agreement of the Borrower, the Administrative Agent, the Collateral Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or

warranties by the Administrative Agent, the Collateral Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

11. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

12. Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, in each case, in the County of New York, Borough of Manhattan, 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;

(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 its address set forth in Section 9.2 or at such other address of which the Administrative Agent (or in the case of the Administrative Agent, the other parties hereto) shall have been notified pursuant thereto;

(d) agrees that the Agents and the Lenders retain the right to bring proceedings against any Loan Party in the courts of any other jurisdiction in connection with the exercise of any rights under any Security Document or the enforcement of any judgment;

(e) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(f) 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 9.12 any special, exemplary, punitive or consequential damages.

13. Acknowledgments. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a)(i) the arranging and other services regarding this Agreement provided by the Agents are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Agents, on the other hand, (ii) each of the Borrower and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) each of the Borrower and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b)(i) each of the Agents are and have been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (ii) none of the Agents has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (c) the Agents and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Agents has any obligation to disclose any of such interests to the Borrower or any of its Affiliates; and (d) each of the Agents (i) is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services, (ii) in the ordinary course of business, may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower and other companies with

which the Borrower may have commercial or other relationships and (iii) with respect to any securities and/or financial instruments so held by the Agents or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. To the fullest extent permitted by law, each of the Borrower and each other Loan Party hereby agrees not to assert any claim that either any Agent owes it any agency, fiduciary or similar duty and agrees no such duty is owed in connection with any aspect of any transaction contemplated hereby.

14. Confidentiality. Each of Agents and the Lenders agrees to keep confidential all Non-Public Information provided to it by any Loan Party pursuant to this Agreement ("Information"); provided that nothing herein shall prevent any Agent, any Lender from disclosing any such information (a) to any Agent, any other Lender or any affiliate of any thereof, (b) to any Participant or Assignee (each, a "Transferee") or prospective Transferee that agrees to comply with the provisions of this Section 9.14 or substantially equivalent provisions, (c) to any of its or its affiliates' employees, directors, agents, attorneys, accountants, other professional advisors and service providers, it being understood and agreed that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential, (d) to any financial institution that is a direct or indirect contractual counterparty or potential counterparty in swap agreements with the Borrower or any Subsidiary of the Borrower or such contractual counterparty's or potential counterparty's professional advisor (so long as such actual or potential contractual counterparty or professional advisor to such actual or potential contractual counterparty agrees to be bound by the provisions of this Section or substantially equivalent provisions), (e) upon the request or demand of any Governmental Authority having jurisdiction over it, (f) to the extent required in response to any order of any court or other Governmental Authority or to the extent otherwise required pursuant to any Requirement of Law, (g) in connection with any litigation or similar proceeding, (h) that has been publicly disclosed other than in breach of this Section 9.14, (i) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (j) to any other party hereto, (k) with the consent of the Borrower, (l) in connection with the exercise of any remedy or enforcement action hereunder or under any other Loan Document; provided that, in the event a Lender receives a summons or subpoena to disclose confidential information to any party, such Lender shall, if legally permitted and practicable, endeavor to notify the Borrower thereof as soon as reasonably possible after receipt of such request, summons or subpoena and to afford the Loan Parties an opportunity to seek protective orders, or such other confidential treatment of such disclosed information, as the Loan Parties may deem reasonable or (m) in communications with a Governmental Authority relating to Anti-Corruption Laws, Anti-Money Laundering Laws, Ex-Im Laws or Sanctions. In addition, the Agents and the Lenders (and their respective attorneys, accountants, other professional advisors and service providers) may disclose the existence of this Agreement and information with respect thereto to market data collectors, such as league table, or other similar service providers to the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section 9.14 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

15. [Reserved.]

16. WAIVERS OF JURY TRIAL. EACH LOAN PARTY, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

17. Conversion of Currencies.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures in the relevant jurisdiction, the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of the Borrower in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrower contained in this Section 9.17 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

18. USA PATRIOT ACT. Each Lender that is subject to the PATRIOT Act and each Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Agents, as applicable, to identify each Loan Party in accordance with the PATRIOT Act. The Borrower shall, promptly following a request by any Agent or any Lender, provide all documentation and other information that such Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

19. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Bankruptcy Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Agents upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Agents, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

20. Releases of Collateral and Guarantees. Each of the Lenders irrevocably authorizes the Collateral Agent to be the agent for and representative of the Lenders with respect to the Collateral and the Security Documents, and the Lenders and the Agents agree that:

(a) The Collateral Agent's Lien on any Property granted to or held by the Collateral Agent under any Loan Document shall be automatically and fully released (i) upon satisfaction of the Termination Conditions, (ii) at the time the Property subject to such Lien is sold, transferred or otherwise disposed of (other than to any other Loan Party or other Person that would be required pursuant to any Security Document to grant a Lien on such Collateral to the Collateral Agent for the benefit of the Secured Parties after giving effect to such Disposition) as part of or in connection with any Disposition permitted under any Loan Document, (iii) if the Property subject to such Lien is owned by a Guarantor, upon the release of such Guarantor from its obligations under its Guarantee pursuant to clause (b) below, (iv) to the extent (and only for so long as) such property constitutes an Excluded Asset, (v) if otherwise approved, authorized or ratified in writing in accordance with Section 9.1 or (vi) in accordance with the Intercreditor Agreement.

(b) The Guarantee of a Guarantor shall be automatically and unconditionally released, and no further action by such Guarantor or the Administrative Agent is required for the release of such Guarantor's Guarantee under this Agreement or any other Loan Document, if:

(i) solely as a result of a Disposition or the sale of Capital Stock of such Guarantor to a Person other than a Loan Party, if such Disposition or the sale of Capital Stock of such Guarantor does not violate this Agreement;

(ii) [reserved];

(iii) if the Borrower designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the provisions set forth under Section 6.1(c) and the definition of "Unrestricted Subsidiary" in this Agreement, or upon such Guarantor becoming (A) [reserved], (B) an Immaterial Subsidiary or (C) a Subsidiary with respect to which a guarantee would result in material adverse tax consequences, as reasonably determined by the Borrower, in each case in compliance with the applicable provisions of this Agreement;

(iv) upon the merger, amalgamation, consolidation or winding up of such Guarantor with and into the Borrower or another Guarantor that is the surviving Person in such merger, amalgamation, consolidation or winding up, or upon the liquidation of such Guarantor; or

(v) in accordance with the Intercreditor Agreement.

(c) In addition, the Collateral Agent may execute or sign a "no interest" letter, as reasonably requested and prepared by any Loan Party, to the holder of any Lien on such Collateral that is created, incurred, or assumed pursuant to clauses (a)(ii), (h), (m), (o),(x), (z)(i), (cc),(gg), (kk),(rr) and/or (ss) of the definition of "Permitted Liens" (and, in the case of each such clause, any Refinancing Indebtedness in respect of any thereof to the extent such Refinancing Indebtedness is permitted to be secured under clause (k) of the definition of "Permitted Liens") to the extent required by the terms of the obligations secured by such Liens; provided that the foregoing shall be at the Borrower's expense and in a form reasonably satisfactory to the Collateral Agent.

(d) Notwithstanding anything to the contrary contained herein, (i) no Lien on any Property shall be released pursuant to clause (a) above unless any Lien on such Property securing any Super Priority Obligations, if any, is also being released substantially concurrently, (ii) no Guarantor shall be released pursuant to clause (b) above unless such Guarantor is also released substantially concurrently from any guarantee obligations of any Super Priority Obligations, if any, and (iii) no Lien on any Collateral shall be subordinated pursuant to clause (c) above unless any Lien on such Collateral securing the Obligations and any Super Priority Obligations, if any, is also being subordinated by the holders of such obligations substantially concurrently.

(e) [Reserved].

(f) The Collateral Agent or the Administrative Agent, as applicable, will promptly execute or authorize the filing of, without recourse, representation or warranty, such documentation as may be reasonably requested and prepared by any Loan Party to (x) release, or evidence the release of (in registrable form, if applicable), its Liens with respect to any Collateral or the guaranteed obligations of any Guarantor as set forth in this Section 9.20 or (y) with respect to any Deposit Account, securities account or commodities account that becomes an Excluded Account, terminate, or evidence the termination of (in registrable form, if applicable), the applicable Control Agreement solely with respect to such Excluded Account; provided that the foregoing shall be at the Borrower's expense and in a form reasonably satisfactory to the applicable Agent.

(g) Notwithstanding anything contained in this Agreement or any Loan Document to the contrary, in no event shall the Administrative Agent or the Collateral Agent be obligated to execute or deliver any "no interest" letter or any document evidencing any release of a Loan Party, any release of a security interest in any item of Collateral, or subordination of any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document without receipt of a certificate executed by a Borrower certifying that such release or subordination and the execution and delivery of such "no interest" letter or document or instrument evidencing such release or subordination is authorized or permitted by this Agreement and the other Loan Documents.

21. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any

Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any applicable Resolution Authority.

22. [Reserved].

23. Intercreditor Agreement. This Agreement is subject to the terms and provisions of the Intercreditor Agreement. In the event of a conflict between the terms hereof and the Intercreditor Agreement, the Intercreditor Agreement shall govern and control.

24. No Fiduciary Duty. Each Loan Party, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Loan Parties, their respective Subsidiaries and Affiliates, on the one hand, and the Agents, the Lenders and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents, the Lenders or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

25. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law, as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable hereunder, together with all fees and charges that are treated as interest under applicable law payable to such Lender, shall be limited to the Maximum Rate, provided, that such excess amount shall be paid to such Lender on subsequent payment dates to the extent not exceeding the legal limitation.

26. Net Short Lenders.

(a) Notwithstanding anything to the contrary herein, in connection with any determination as to whether the requisite Lenders have (A) consented (or not consented) to any amendment or waiver of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, any Lender (other than any Lender that is a Regulated Bank) that, as a result of its interest in any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to the Loans and/or Commitments (each, a "Net Short Lender") shall have no right to vote any of its Loans and Commitments and shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders. For purposes of determining whether a

Lender has a "net short position" on any date of determination: (i) derivative contracts with respect to the Loans and Commitments and such contracts that are the functional equivalent thereof shall be counted at the notional amount thereof in Dollars, (ii) notional amounts in other currencies shall be converted to the Dollar equivalent thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes the Borrower or other Loan Parties or any instrument issued or guaranteed by the Borrower or other Loan Parties shall not be deemed to create a short position with respect to the Loans and/or Commitments, so long as (x) such index is not created, designed, administered or requested by such Lender and (y) the Borrower and other Loan Parties and any instrument issued or guaranteed by the Borrower or other Loan Parties, collectively, shall represent less than 5% of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivatives Definitions (collectively, the "ISDA CDS Definitions") shall be deemed to create (x) a short position with respect to the Loans and/or Commitments if such Lender is a protection buyer or the equivalent thereof for such derivative transaction and (y) a long position with respect to the Loans and/or Commitments if such Lender is a protection seller or the equivalent thereof for such derivative transaction and, in each case, (1) the Loans or the Commitments are a "Reference Obligation" under the terms of such derivative transaction (whether specified by name in the related documentation, included as a "Standard Reference Obligation" on the most recent list published by Markit, if "Standard Reference Obligation" is specified as applicable in the relevant documentation or in any other manner), (2) the Loans or the Commitments would be a "Deliverable Obligation" under the terms of such derivative transaction or (3) the Borrower or other Loan Parties (or its successor) is designated as a "Reference Entity" under the terms of such derivative transactions, (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to create (x) a short position with respect to the Loans and/or Commitments if such transactions are functionally equivalent to a transaction that offers the Lender protection in respect of the Loans or the Commitments, or as to the credit quality of the Borrower or other Loan Parties and (y) a long position with respect to the Loans and/or Commitments if such transactions are functionally equivalent to a transaction pursuant to which the Lender provides protection in respect of the Loans or the Commitments, or as to the credit quality of the Borrower or other Loan Parties, other than, in each case, as part of an index so long as (1) such index is not created, designed, administered or requested by such Lender and (2) the Borrower and other Loan Parties and any instrument issued or guaranteed by the Borrower or other Loan Parties, collectively, shall represent less than 5% of the components of such index, (vi) any bond, loan or other credit instrument issued or guaranteed by the Borrower or other Loan Parties and held by the relevant Lender shall be deemed to create a long position equal to the outstanding principal balance in respect of such instrument, and (vii) any ownership interest in the equity of the Borrower or other Loan Parties held by the relevant Lender shall be deemed to create a long position equal to the higher of (x) the current market value and (y) the price at which the Lender purchased such equity position.

(b) In connection with any such determination, each Lender that is not a Regulated Bank shall promptly notify the Administrative Agent in writing that it is a Net Short Lender, or, in the absence of any such written notification to the Administrative Agent prior to the date of such determination, shall otherwise be deemed to have represented and warranted to the Borrower and the Administrative Agent that it is not a Net Short Lender (it being understood and agreed that the Borrower and the Administrative Agent shall be entitled to rely on each such representation and deemed representation). In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether (x) any Lender or Participant is a Net Short Lender or (y) any prospective assignee pursuant to Section 9.6(a) is a Net Short Lender or have any liability in connection therewith.

27. [Reserved].

28. Acknowledgement Regarding Any Supported QFCs

. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree that, with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, individually and collectively, the "U.S. Special Resolution Regime")

in respect of such Supported QFC and QFC Credit Support (with the following provisions applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States), in the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or any "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

Section 10. GUARANTEES.

Subject to this Section 10, each of the Guarantors hereby, jointly and severally, fully and unconditionally guarantees, as primary obligor and not merely as surety, to the Collateral Agent for the benefit of the Secured Parties, irrespective of the validity and enforceability of this Agreement, the Loans or the Borrower Obligations, that: (a) the Borrower Obligations shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Loans, if any, if lawful, and all other Borrower Obligations shall be promptly paid in full or performed, all in accordance with the terms hereof; and (b) in case of any extension of time of payment or renewal of any Loans or any of such other Borrower Obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Loan Documents, the absence of any action to enforce the same, any waiver or consent by the Administrative Agent with respect to any provisions hereof or thereof, the recovery of any judgment against the Borrower, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives (to the extent permitted by law) diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Borrower, any right to require a proceeding first against the Borrower, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except pursuant to Section 9.20, and any rights of *orden* and *excusión* it may have by virtue of law or otherwise, as provided in Articles 2812 (two thousand eight hundred and twelve), 2814 (two thousand eight hundred and fourteen) and 2816 (two thousand eight hundred and sixteen) of the Mexican Federal Civil Code, and its relative articles of the civil code of any state of Mexico.

This Section 10 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by Secured Parties or

any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Each Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Borrower for liquidation or reorganization, should the Borrower become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Borrower's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Obligations, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Guarantee issued by any Guarantor shall be a general senior obligation of such Guarantor.

Each payment to be made by a Guarantor in respect of its Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

Each Guarantor, the Administrative Agent and each Lender hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Administrative Agent, each Lender and the Guarantors hereby irrevocably agree that the obligations of each Guarantor shall be limited to the maximum amount that will not (after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Section 10), result in the obligations of such Guarantor under its Guarantee constituting unlawful financial assistance, a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all guaranteed Obligations under this Agreement to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

Any Guarantee of a Guarantor incorporated under the laws of England and Wales shall not apply to the extent that it would result in such Guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006.

Any Guarantee of a Guarantor incorporated under the laws of Ireland shall not apply to the extent that it would result in such Guarantee constituting financial assistance as prohibited by section 82 of the Irish Companies Act 2014.

No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Section 10, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until the Termination Conditions have been satisfied. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the date the Termination Conditions are satisfied and the Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Obligations and all other amounts payable under this Section 10, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Obligations or other amounts payable under this Section 10 thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Obligations, (ii) the Termination Conditions have been satisfied and (iii) the Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Obligations resulting from such payment by such Guarantor.

For purposes of this Section 10, each Guarantor incorporated or formed under the laws of Mexico (each a "Mexican Guarantor"), specifically for the purpose of receiving legal and/or judicial service of process in the United States of America in connection with this Section 10, independently from the Lenders' right to make and deliver services of process to the Mexican Guarantors in any other way or form which is legally valid, hereby designates the following agent and attorney-in-fact for such purposes in the United States of America (the "Mexican Process Agent"):

NFE Management LLC
The Corporation Trust Company,
Corporation Trust Center,
1209 Orange Street,
Wilmington, New Castle County,
Delaware 19801
United States of America

Each Mexican Guarantor represents and warrants to the Lenders that on the Closing Date, they have received evidence of the acceptance by the Mexican Process Agent of its appointment as such by the Mexican Guarantors.

Additionally, each Mexican Guarantor covenants and agrees that it will take all necessary and appropriate action in order to grant in favor of the Mexican Process Agent, and within the fifteen (15) calendar days immediately following the Closing Date, a document of authority or power of attorney granted by each Mexican Guarantor in favor of the Mexican Process Agent in full compliance with Mexican law and duly formalized for its validity in Mexico, through such corporate actions as may be required by each Mexican Guarantor's incorporation documents and bylaws, in order to fully and duly formalize the designation of the Mexican Process Agent as each Mexican Guarantor's agent for service of process in the United States of America in accordance with Mexican law. Each Mexican Guarantor

hereby agrees to provide a copy of the formalization of the designation of the Mexican Process Agent within the twenty-five (25) Business Day immediately following the Closing Date.

[*Signature Pages Follow*]

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

NEW FORTRESS ENERGY INC.,
as the Borrower

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Co-General Counsel

NEW FORTRESS INTERMEDIATE LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE ATLANTIC HOLDINGS LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

ATLANTIC ENERGY HOLDINGS LLC
NEW FORTRESS ENERGY MARKETING LLC
NFE ALTAMIRA HOLDINGS LLC
NFE ANDROMEDA CHARTERING LLC
NFE BCS HOLDINGS (A) LLC
NFE BCS HOLDINGS (B) LLC
NFE EQUIPMENT PARTNERS LLC
NFE FLNG 1 ISSUER LLC
NFE ISO PARTNERS LLC
NFE MANAGEMENT LLC
NFE NICARAGUA DEVELOPMENT PARTNERS LLC
NFE NORTH TRADING LLC
NFE PIONEER 1 LLC
NFE PIONEER 2 LLC
NFE PIONEER 3 LLC
NFE SUB LLC
NFE TRANSPORT PARTNERS LLC
NFE US HOLDINGS LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE BERMUDA HOLDINGS LIMITED
By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE SHANNON HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

AMAUNET, S. DE R.L. DE C.V.
NFE ALTAMIRA PIPECO S. DE R.L. DE C.V.
NFE ALTAMIRA FLNG., S. DE R.L. DE C.V.
NFENERGIA MEXICO, S. DE R.L. DE C.V.
NFENERGIA GN DE BCS, S. DE R.L. DE C.V.
NFE PACIFICO LAP, S. DE R.L. DE C.V.
NFE BCS MEXICO HOLDINGS, S. DE R.L. DE C.V.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Legal Representative

NFENERGÍA LLC
SOLUCIONES DE ENERGIA LIMPIA PR LLC
NFE POWER PR LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE MEXICO HOLDINGS S.À R.L.

A Luxembourg private limited liability company (*société à responsabilité limitée*), with registered office located at 12D, rue Guillaume J. Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*, Luxembourg) under number B267469, duly represented by:

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE MEXICO HOLDINGS PARENT S.À R.L.

A Luxembourg private limited liability company (*société à responsabilité limitée*), with registered office located at 12D, rue Guillaume J. Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*, Luxembourg) under number B267494, duly represented by:

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

FLNG 3 UK HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE INTERNATIONAL HOLDINGS

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE MEXICO POWER HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE MEXICO TERMINAL HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE UK HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE INTERNATIONAL HOLDINGS 1 LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE INTERNATIONAL HOLDINGS 2 LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE GP LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

Executed by the TAKE-BACK LOAN LENDERS, acting by **NFE GLOBAL HOLDINGS LIMITED, through Matthew Reinhard, Authorized Signatory,** under the power of attorney granted to it under the Restructuring Plan, for and on behalf of each TAKE-BACK LOAN LENDER

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

BARCLAYS BANK PLC,
as Fronting Lender, the initial Capital Raise New CoreCo Senior Term Loan Lender and the initial Capital Raise New CoreCo Junior Term Loan Lender

By: /s/ Erik Jerrard
Name: Erik Jerrard
Title: Director

Wilmington Trust, National Association,
as the Administrative Agent and the Collateral Agent

By: /s/ Jeffery Rose
Name: Jeffrey Rose
Title: Vice President

CREDIT AGREEMENT

among

NFE FLNG 2 PARENT LLC,
as the Borrower,

The Guarantors from Time to Time Party Hereto
The Several Lenders from Time to Time Party Hereto

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Administrative Agent and the Collateral Agent,

Dated as of September 11, 2026

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Appendix A Permitted Holders

EXHIBITS:

A Form of Compliance Certificate
B Form of Joinder Agreement
C-1 Form of Assignment and Acceptance

C-2 Form of Affiliated Lender Assignment and Acceptance
D Form of Funding Notice
E Form of Conversion/Continuation Notice
F-1 Form of U.S. Tax Compliance Certificate (For Foreign Lenders that are Not Partnerships for U.S. Federal Income Tax Purposes)
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F-4 Form of U.S. Tax Compliance Certificate (For Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
G Form of Loan Note
H Master Consent and Assignment

CREDIT AGREEMENT, dated as of September 11, 2026, among NFE FLNG 2 PARENT LLC, a Delaware limited liability company (the "Borrower"), the Guarantors (as defined herein) from time to time party hereto, the Lenders (as defined herein) from time to time party hereto and WILMINGTON TRUST, NATIONAL ASSOCIATION ("WTNA"), as administrative agent for the Lenders (in such capacity, together with any successor appointed in accordance with Section 8.6, the "Administrative Agent") and as collateral agent for the Secured Parties (in such capacity, together with any successor appointed in accordance with Section 8.6, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the respective meanings set forth for such terms in Section 1.1;

WHEREAS, certain of the Subsidiaries of the Borrower are party to that certain Restructuring Support Agreement, dated as of March 17, 2026 (the "Restructuring Support Agreement"), by and among the Borrower's Subsidiaries and certain of their Affiliates from time to time party thereto and each of the participating creditors from time to time party thereto, pursuant to which the parties thereto have agreed to consummate a series of transactions that address the New Fortress Energy Inc.'s ("NFE") capital structure;

WHEREAS, in connection with the Restructuring Support Agreement and the consummation of the Restructuring Plan (as defined in the Restructuring Support Agreement), as sanctioned by the Sanction Order (as defined therein), and on the terms and subject to the conditions set forth herein, certain Lenders (as defined in the Existing Credit Agreements, herein, the "Existing Credit Agreement Lenders") and Participants (as defined in the Existing Credit Agreements, herein, the "Existing Credit Agreement Participants") shall, after giving effect to the Master Consent and Assignment, become Lenders hereunder and shall be deemed to extend credit in the form of Term Loans in an aggregate principal amount of $399,999,844.00 million (the "Term Loan Facility");

WHEREAS, the Term Loans will be incurred by the Borrower on the Closing Date and will be deemed to be funded through a cashless rollover of certain amounts outstanding under the Existing Credit Agreements immediately prior to the Closing Date; and

WHEREAS, the Lenders have agreed to extend the Term Loans and make other financial accommodations to the Borrower, in each case, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

Section 1. DEFINITIONS

1. Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"Administrative Agent": as defined in the preamble.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affected Lender": any Lender advising the Administrative Agent pursuant to Section 2.15(b).

"Affiliate": as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. For purposes of this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Affiliate Transaction": as defined in Section 6.5(a).

"Affiliated Lender": any of the Persons listed on Schedule 9.6, the Management Investors and their respective Affiliates to the extent such Person is or becomes a Lender hereunder.

"Affiliated Lender Assignment and Acceptance": an Affiliated Lender Assignment and Acceptance, substantially in the form of Exhibit C-2 hereto.

"Agent Fee Letter": the Agency Fee Letter, dated September 11, 2026, among the Administrative Agent, the Collateral Agent and the Borrower.

"Agent Party": as defined in Section 9.2.

"Agents": the Administrative Agent and the Collateral Agent and any other Person appointed under the Loan Documents to serve in an agent or similar capacity.

"Aggregate Amounts Due": as defined in Section 2.14.

"Agreement": this Credit Agreement, including its annexes, exhibits and schedules.

"Agreement Currency": as defined in Section 9.17(b).

"Anti-Corruption Laws": the FCPA, UK Bribery Act, Brazil's Clean Company Act and related regulations, Mexico's General Law of Administrative responsibilities (*Ley General de Responsabilidades Administrativas*) and the National Anti-Corruption System framework, and any other applicable Laws relating to anti-corruption or anti-bribery.

"Anti-Money Laundering Laws": the U.S. Currency and Foreign Transactions Reporting Act of 1970, PATRIOT Act, and all applicable similar U.S., U.K. and EU Laws and any other applicable similar Laws relating to anti-money laundering or counter-terrorism financing.

"Applicable Creditor": as defined in Section 9.17(b).

"Applicable Margin": a percentage per annum equal to, (A) for SOFR Loans, 3.00% and (B) for Base Rate Loans, 2.00%.

"Appropriate Lenders": at any time, with respect to Loans of any Class, the Lenders of such Class of Loans.

"Asset Sale":

(1) (A) a Permitted Discharge or (B) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets of the Borrower or any of its Restricted Subsidiaries (a "Disposition"); or

(2) the sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 6.3), whether in a single transaction or a series of related transactions and whether effected pursuant to a Division or otherwise; in each case, other than:

(a) the Disposition of all or substantially all of the assets of the Borrower or any Restricted Subsidiary in a manner permitted pursuant to Section 6.9;

(b) Dispositions (including of Equity Interests issued by any Restricted Subsidiary) among the Borrower and/or any Restricted Subsidiary (upon voluntary liquidation or otherwise); provided that Dispositions by a Loan Party to any Specified Non-Guarantor shall not exceed, in the aggregate, $1.0 million;

(c) (i) the liquidation or dissolution of any Restricted Subsidiary if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower or such Restricted Subsidiary, is not materially disadvantageous to the Lenders, and the Borrower or any Restricted Subsidiary receives any assets of the relevant dissolved or liquidated Restricted Subsidiary; provided that if the liquidating or dissolving Restricted Subsidiary is a Guarantor, a Loan Party shall receive any such assets of the relevant dissolved or liquidated Restricted Subsidiary, (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect (A) any Disposition otherwise permitted pursuant to clauses (d) through (hh) of this definition or (B) any Permitted Investment or any Investment otherwise permitted under Section 6.1, and (iii) the conversion of any Restricted Subsidiary into another form of entity so long as such Restricted Subsidiary complies with Section 5.10(a);

(d) (i) Dispositions of inventory or other assets (including the Disposition of tankers or other marine vessels (other than tankers or other marine vessels that constitute Collateral), trucks, rail cars, ISO (International Organization for Standardization) containers, natural gas, steam and power) in the ordinary course of business, consistent with past practice or consistent with industry norm (including on an intercompany basis among the Borrower and its Restricted Subsidiaries), and (ii) the leasing, assignment, subleasing, licensing or sublicensing of any real or personal property (including the provision of software under an open source license and including ground leases) in the ordinary course of business, consistent with past practice or consistent with industry norm and the sale of leased, subleased, licensed or sublicensed assets to customers purchasing natural gas in the ordinary course of business, consistent with past practice or consistent with industry norm;

(e) Dispositions of surplus, obsolete, damaged, used or worn out property or other property (including IP Rights) that, in the reasonable judgment of the Borrower, is (i) no longer used or useful in its business (or in the business of any Restricted Subsidiary of the Borrower) or (ii) no longer necessary or desirable in the conduct of its business (including in connection with the shutdown, closure or disposition or any facility or line of business) or otherwise economically impracticable to maintain, in each case, where the proceeds of such Disposition are promptly applied (x) to purchase replacement assets useful in the Borrower's or such Restricted Subsidiary's business or (y) for general corporate purposes;

(f) Dispositions of cash, Cash Equivalents, and/or Investment Grade Assets and/or other assets that were Cash Equivalents or Investment Grade Assets when the relevant original Investment was made;

(g) Dispositions, mergers, amalgamations, consolidations or conveyances that otherwise constitute (i) Permitted Investments (other than pursuant to clause (j) of the definition thereof), (ii) Liens not prohibited under this Agreement or (iii) Restricted Payments permitted to be made, and that are made, under Section 6.1 (other than Section 6.1(b)(ix));

(h) [reserved];

(i) to the extent that (i) the relevant property is solely exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of the relevant Disposition are promptly applied solely to the purchase price of such replacement property;

(j) [reserved];

(k) Dispositions of accounts receivable, or participations therein, in the ordinary course of business, consistent with past practice or consistent with industry norm (including any discount and/or forgiveness thereof and sales to factors or similar third parties) or in connection with the collection or compromise thereof;

(l) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), (i) the Disposition or termination of which will not materially interfere with the business of the Borrower and its Restricted Subsidiaries or (ii) that relate to closed facilities or the discontinuation of any product or business line;

(m) (i) any termination of any lease, assignment, sublease, license or sublicense in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business, consistent with past practice or consistent with industry norm or otherwise if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Restricted Subsidiaries, taken as a whole, and is not materially disadvantageous to the Lenders;

(n) (i) Dispositions of property subject to foreclosure, casualty, eminent domain, expropriation, forced dispositions or condemnation proceedings (including in lieu thereof or any similar proceeding), (ii) any involuntary loss, damage or destruction of any property and (iii) transfers of any property that have been subject to a casualty event to the respective insurer of such property as part of an insurance settlement or upon receipt of the net proceeds of such casualty event;

(o) [reserved];

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) [reserved];

(t) (i) licensing, sublicensing and cross-licensing arrangements involving any technology, intellectual property, other IP Rights or other general intangibles of the Borrower or any Restricted Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm or that is immaterial; and (ii) Dispositions, abandonments, cancellations or lapses of IP Rights, or issuance or registration, or applications for issuance or registration, of IP Rights, which, in the reasonable business judgment of the Borrower, are not material to the conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole, or are no longer economically practicable or commercially reasonable to maintain;

(u) terminations or unwinds of Derivative Transactions and Banking Services;

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) [reserved];

(z) [reserved];

(aa) [reserved];

(ab) any sale of Equity Interests of the Borrower;

(ac) [reserved];

(ad) [reserved];

(ae) [reserved];

(af) [reserved];

(ag) [reserved];

(ah) other Dispositions (including those of the type otherwise described herein) involving assets having a Fair Market Value which shall not exceed, in the aggregate, $25.0 million from and after the Closing Date;

(ai) [reserved];

(aj) [reserved]; and

(ak) any transfer of properties or assets that is a maritime vessel sharing arrangement in the ordinary course of business, or entry by the Borrower or any Subsidiary of the Borrower into one or more leases, charters, pool agreements or operations or service contracts with respect to any vessels.

"Assignee": as defined in Section 9.6(c).

"Assignment and Acceptance": an agreement substantially in the form of Exhibit C-1.

"Assignor": as defined in Section 9.6(c).

"Available Tenor": as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (d) of Section 2.12.

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation": (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, rule, regulation or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Banking Services": each and any of the following bank services: commercial credit cards, stored value cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with cash management and Deposit Accounts.

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

"Bankruptcy Event": with respect to any Person, that such Person has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority; provided, however, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

"Bankruptcy Law": the Bankruptcy Code, the United Kingdom Insolvency Act 1986 (as amended from time to time), Parts 26 and 26A of the United Kingdom Companies Act 2006 (as amended from time to time) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, compromise or arrangement or similar debtor relief laws of the United States of America or other applicable jurisdictions from time to time in effect.

"Base Rate": for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day *plus* ½ of 1%, (c) the sum of (i) Term SOFR for a one-month tenor in effect on such day *plus* (ii) 1.0%; and (d) 1.0% per annum. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate, or Term SOFR shall be effective from and including the effective day of such change in the Prime Rate, the Federal Funds Effective Rate, or Term SOFR, respectively.

"Base Rate Loans": Loans for which the applicable rate of interest is based on the Base Rate.

"Benchmark": initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (a) of Section 2.12.

"Benchmark Replacement": with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Required Lenders for the applicable Benchmark Replacement Date:

(1) Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Required Lenders and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment;

provided that such Benchmark Replacement is administratively feasible for the Administrative Agent.

If the Benchmark Replacement as so determined pursuant to clause (1) or (2) above would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Required Lenders and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time; provided that such Benchmark Replacement Adjustment is administratively feasible for the Administrative Agent.

"Benchmark Replacement Conforming Changes": with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any

Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent (acting at the direction of the Required Lenders, in consultation with the Borrower), determines may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent (acting at the direction of the Required Lenders in consultation with the Borrower) determines, that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent (acting at the direction of the Required Lenders in consultation with the Borrower) determines is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents); provided that such Benchmark Replacement Conforming Changes implement changes that are administratively feasible for the Administrative Agent.

"Benchmark Replacement Date": the earliest to occur of the following events with respect to the then-current Benchmark:

(3) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(4) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which all Available Tenors of such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event": the occurrence of one or more of the following events with respect to the then-current Benchmark:

(5) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to

provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(6) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(7) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period": the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.12.

"Beneficial Ownership Certification": a certification regarding individual beneficial ownership solely to the extent required by 31 C.F.R. §1010.230.

"Benefit Plan": any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"Blocked Property": property (as such term is defined by the relevant Sanctions): (a) that is owned 50% or more, directly or indirectly, by a Restricted Person subject to blocking or freezing Sanctions, (b) in which a Restricted Person holds any interest (as such term is defined by the relevant Sanctions), or (c) that otherwise is subject to blocking or freezing Sanctions, in each case such that transacting in such property would be prohibited absent a license or authorization issued under Sanctions.

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors": with respect to any Person, (a) in the case of any corporation, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (b) in the case of any limited liability company, the board of managers, board of directors, manager or managing member of such Person or the functional equivalent of the foregoing, (c) in the case of any partnership, the board of directors, board of managers, manager or managing member of a general partner of such Person or the functional equivalent of the foregoing and (d) in any other case, the functional equivalent of the foregoing. In addition, the term "director" means a director or functional equivalent thereof with respect to the relevant Board of Directors.

"Borrower": as defined in the preamble.

"Borrower Obligations": the collective reference to the unpaid principal of and interest (including PIK Interest) on the Loans, and all other obligations and liabilities of the Borrower (including interest accruing at the then applicable rate provided herein after the maturity of the Loans and interest, fees and expenses accruing after the filing of any petition in bankruptcy (or which, but for the filing of such petition, would be accruing), or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest, fees or expenses is allowed or allowable in such proceeding) to any Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which arise under, out of, or in connection with, this Agreement, the Security Documents or the other Loan Documents or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

"Borrowing": Loans of the same Class and Type and, in the case of a SOFR Loan, as to which a single Interest Period is in effect.

"Business Day": any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"Business Plan": the business plan and related projections and presentation materials shared with the Lenders or their advisors on or prior to the Closing Date, including any supplements or updates thereto delivered to the Lenders on or prior to the Closing Date.

"Capital Stock":

(8) in the case of a corporation, corporate stock;

(9) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(10) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(11) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents": as at any date of determination,

(a) United States dollars, Australian dollars, Canadian dollars, Euros, Japanese Yen, New Swedish Krona, Pounds Sterling, Swiss Francs, any national currency of any

member nation of the European Union, Yuan or such other currencies held by the Borrower and its Restricted Subsidiaries from time to time in the ordinary course of business, consistent with past practice or consistent with industry norm;

(b) (i) readily marketable securities issued or directly and unconditionally guaranteed or insured by the U.S. government or any agency or instrumentality thereof, the obligations of which are backed by the full faith and credit of the U.S., in each case having average maturities of not more than 24 months from the date of acquisition thereof, (ii) readily marketable direct obligations issued or directly and fully and unconditionally guaranteed by any foreign government or any political subdivision or public instrumentality thereof, in each case (other than in the case of such securities issued or guaranteed by any member nation of the European Union) having an Investment Grade Rating from either Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with average maturities of 24 months or less from the date of acquisition thereof and (iii) repurchase agreements and reverse repurchase agreements relating to any of the foregoing;

(c) readily marketable direct obligations issued by any state, commonwealth or territory of the U.S., any political subdivision or taxing authority thereof or any public instrumentality of any of the foregoing, in each case having average maturities of not more than 24 months from the acquisition thereof and having, at the time of acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(d) commercial paper having average maturities of not more than 24 months from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and variable or fixed rate notes issued by any financial institution meeting the qualifications specified in clause (e) below;

(e) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within 24 months after such date and overnight bank deposits, in each case issued or accepted by any commercial bank or other financial institution having capital and surplus of not less than $1.0 billion in the case of U.S. banks or other U.S. financial institutions and $1.0 billion (or the dollar equivalent thereof as of the date of determination) in the case of non-U.S. banks and other non-U.S. financial institutions and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any financial institution meeting the qualifications specified in clause (e) above;

(g) marketable short-term money market and similar highly liquid funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time either S&P or Moody's is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(h) investments with average maturities of 24 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time either S&P or Moody's

is not rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(i) [reserved];

(j) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (i) above, (ii) net assets of not less than $100.0 million and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's is not rating such fund, an equivalent rating from another nationally recognized statistical rating agency);

(k) instruments equivalent to those referred to in clauses (a) through (j) above and clauses (l) and (m) below comparable in credit quality and tenor to those referred to in such clauses and customarily used by companies for cash management purposes in any jurisdiction outside the U.S. in which any Subsidiary operates;

(l) investments, classified in accordance with GAAP as current assets of the Borrower or any Subsidiary, in money market investment programs that are registered under the Investment Company Act of 1940 or that are administered by financial institutions meeting the qualifications specified in clause (e) above and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (a) through (k) of this definition;

(m) investment funds investing at least 90.0% of their assets in the types of investments referred to in clauses (a) through (l) above;

(n) [reserved]; and

(o) (i) investments of the type and maturity described in clauses (a) through (n) above of foreign obligors, which Investments or obligors (or the parent companies thereof) have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other investments utilized by any Foreign Subsidiary and customarily used by companies in the jurisdiction of such Foreign Subsidiary for cash management purposes that are analogous to the investments described in clauses (a) through (n) above and in clause (i) of this clause (o).

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (a) above; provided that such amounts are converted into any currency listed in clause (a) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts. For the avoidance of doubt, any items identified as Cash Equivalents under this definition will be deemed to be Cash Equivalents under this Agreement regardless of the treatment of such items under GAAP.

"Change in Law": the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory

authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control": the occurrence of one or more of the following events after the Closing Date:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any Person other than one or more Permitted Holders; or

(2) the Borrower becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of Equity Interests of the Borrower (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than the Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase, of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) representing more than 50.0% of the total voting power of all of the outstanding Voting Stock of the Borrower, unless the Permitted Holders otherwise have the right (pursuant to contract, proxy or otherwise), directly or indirectly, to designate, nominate or appoint directors having a majority of the aggregate votes on the Board of Directors of the Borrower.

Notwithstanding anything to the contrary in this definition or any provision of Rule 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own Voting Stock (x) to be acquired by such Person or group pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement or (y) solely as a result of veto or approval rights in any joint venture agreement, shareholder agreement, investor rights agreement or other similar agreement, (ii) if any group (other than a Permitted Holder) includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Borrower owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred, (iii) a Person or group (other than Permitted Holders) will not be deemed to beneficially own Voting Stock of another Person as a result of its ownership of Equity Interests or other securities of such other Person's parent (or related contractual rights) unless it owns more than 50.0% of the total voting power of the Voting Stock of such Person's parent and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not cause a party to be a beneficial owner.

"Class": (i) with respect to Commitments or Loans, those of such Commitments or Loans that have the same terms and conditions (without regard to differences in the Type of Loan, Interest Period, upfront fees, OID or similar fees paid or payable in connection with such Commitments or Loans, or differences in Tax treatment (e.g., "fungibility")) and (ii) with respect to Lenders, those of such Lenders that have Commitments or Loans of a particular Class.

"Closing Date": the date on which the conditions specified in Section 4.1 are satisfied (or waived).

"Code": the Internal Revenue Code of 1986, as amended.

"Collateral": all of the assets and property of the Borrower or any Guarantor, whether real, personal or mixed, securing or purported to secure any Obligations, other than Excluded Assets.

"Collateral Agent": as defined in the preamble.

"Commitment": with respect to any Lender, the aggregate principal amount of Loans deemed made by such Lender on the Closing Date pursuant to this Agreement, as set forth opposite such Lender's name on Schedule 1.1A, and "Commitments" means such amounts of all Lenders in the aggregate; it being understood that Commitments shall be deemed funded on the Closing Date. The aggregate amount of the Commitments to be deemed made as of the Closing Date is $399,999,844.00 million.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001(a)(14) of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Compliance Certificate": a certificate duly executed by a Responsible Officer of the Borrower, substantially in the form of Exhibit A.

"Connection Income Taxes": Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes of the Borrower and its Restricted Subsidiaries on a consolidated basis.

"Consolidated Total Assets": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the applicable Person at such date (assuming, for such purpose, that such Person's only Subsidiaries are its Restricted Subsidiaries).

"Contingent Obligations": with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness (the "primary obligation") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent:

(3) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(4) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation, or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(5) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Control": as defined in the definition of Affiliate.

"Control Agreement": each account control agreement (or similar agreement or local law equivalent), in form and substance reasonably acceptable to the Collateral Agent and the Required Lenders, executed by the applicable Loan Party, the Collateral Agent and the relevant bank, securities intermediary or commodity intermediary, as applicable, party thereto, in each case, the purpose of which is to perfect a security interest by control; provided that, unless the Required Lenders object in writing to a Control Agreement within ten (10) Business Days following the date such Control Agreement is posted on a Platform, (a) such Control Agreement shall be deemed acceptable to the Required Lenders and (b) the Required Lenders shall be deemed to have directed the Collateral Agent (including in any other capacity party to such Control Agreement) to execute and deliver such Control Agreement; provided, further, that, any deadline under any Loan Document requiring the delivery of such Control Agreement shall be deemed satisfied upon such posting to a Platform and to the extent the Required Lenders have timely objected to such Control Agreement in accordance with the foregoing shall automatically be extended until the applicable Loan Party addresses such objection (using commercially reasonable efforts).

"Control Investment Affiliate": as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) exists primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Conversion/Continuation Date": the effective date of a continuation or conversion, as the case may be, as set forth in the applicable Conversion/Continuation Notice.

"Conversion/Continuation Notice": a Conversion/Continuation Notice substantially in the form of Exhibit E.

"CoreCo-BlockerCo & FLNG2 Management Agreement": that certain management services agreement, dated as of September 11, 2026, by and between NFE, the Borrower and FLNG 2, pursuant to which NFE and/or certain of its direct or indirect Subsidiaries provides management services to the Borrower, FLNG 2 and their respective Subsidiaries.

"Covered Entity": any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Credit Party": the Administrative Agent, the Collateral Agent, and each Lender.

"Daily Simple SOFR": for any day, SOFR, with the conventions for this rate (which may include a lookback) being established by the Administrative Agent (acting at the direction of the Required Lenders) in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided that, if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent (acting at the direction of the Required Lenders) may establish another convention.

"date of determination": the applicable date of determination for the specified ratio, amount or percentage.

"Declined Proceeds": as defined in Section 2.10(b)(v).

"Default": any event that is, or after notice or lapse of time or both would become, an Event of Default; provided that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"Default Right": has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender": any Lender that:

(a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans or (ii) to pay to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied,

(b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit,

(c) has failed, within three Business Days after request by a Credit Party made in good faith to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt (with a copy to the Borrower and the Administrative Agent) of such certification in form and substance satisfactory to it and the Borrower, or

(d) has, or has a direct or indirect parent company that has, become the subject of a Bankruptcy Event or Bail-In Action.

Any determination by the Borrower that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.20) upon delivery of written notice of such determination to the Administrative Agent and each other Lender. The Administrative Agent shall not be deemed to have knowledge or notice of the designation of a Lender as a "Defaulting Lender" hereunder unless the Administrative Agent has received written notice from the Borrower referring to this Agreement and notifying the Administrative Agent of the identity and designation of such Lender as a "Defaulting Lender" which the Administrative Agent may conclusively rely upon without incurring liability therefor, and absent receipt of such notice from the Borrower, the Administrative Agent may conclusively assume that no Lender under this Agreement has been designated as a "Defaulting Lender."

"Deposit Account": a demand, time, savings, passbook or like account with a bank, excluding, for the avoidance of doubt, any investment property (within the meaning of the UCC) or any account evidenced by an instrument (within the meaning of the UCC).

"Derivative Transaction": (a) any interest rate transaction, including any interest rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including

when-issued securities and forward deposits accepted), (b) any exchange rate transaction, including any cross currency interest rate swap, any forward foreign exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal and natural gas) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management, managers, members, partners, independent contractors or consultants of the Borrower or its Subsidiaries shall constitute a Derivative Transaction.

"Designs": any and all and any part of the following: (a) all design patents and intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing; and (e) all rights corresponding to any of the foregoing.

"Disposition": as defined in the definition of Asset Sale.

"Disqualified Institutions": (i) such Persons that have been specified in writing by the Borrower to the Administrative Agent (and consented to by the Required Lenders) prior to the Closing Date as being "Disqualified Institutions," (ii) any Person who is a bona fide competitor of the Borrower or its Subsidiaries identified in writing by the Borrower to the Administrative Agent (and consented to by the Required Lenders) prior to the Closing Date, as such list of bona fide competitors may be updated by the Borrower (by furnishing such updates to the Administrative Agent) from time to time hereafter or (iii) any affiliate of any Person identified in clause (i) or (ii) that is (a) identified in writing by the Borrower from time to time or (b) clearly identifiable as an Affiliate solely on the basis of the similarity of its name (other than bona fide debt funds that purchase commercial loans in the ordinary course of business, other than such debt funds excluded pursuant to clause (i) or (ii) of this definition); provided that the Administrative Agent may conclusively assume that the Required Lenders have consented to the specification of any Disqualified Institution provided to the Administrative Agent in writing by the Borrower.

"Disqualified Stock": any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock and cash in lieu of fractional shares of such Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock and cash in lieu of fractional shares of such Capital Stock), in whole or in part, on or prior to the date that is 91 days after the Maturity Date at the time such Capital Stock is issued (it being understood that if any such redemption is in part, only such part coming into effect prior to the date that is 91 days following such maturity date shall constitute Disqualified Stock), (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Stock, in each case at any time on or prior to the date that is 91 days after the Maturity Date at the time such Capital Stock is issued, (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to the date that is 91 days following the Maturity Date

at the time such Capital Stock is issued (it being understood that if any such repurchase obligation is in part, only such part coming into effect prior to the date that is 91 days following the Maturity Date shall constitute Disqualified Stock) or (d) provides for the scheduled or required payments of dividends in cash on or prior to the date that is 91 days following the Maturity Date at the time such Capital Stock is issued; provided that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof requiring the issuer thereof to, or provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to, redeem or purchase such Capital Stock upon the occurrence of any change of control, any disposition, asset sale (including pursuant to any casualty or condemnation event or eminent domain) or similar event shall not constitute Disqualified Stock.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers, members, partners, independent contractors or consultants (or any Immediate Family Member of the foregoing) of the Borrower or any Restricted Subsidiary, or by any such plan to such directors, officers, employees, members of management, managers, members, partners, independent contractors or consultants (or any Immediate Family Member of the foregoing), such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any future, present or former employee, director, officer, manager, member of management, member, partner, independent contractor or consultant (or by any Immediate Family Member of the foregoing) of the Borrower (or by any Subsidiary) shall be considered Disqualified Stock solely because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

"Division": the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement that is established by the laws of the jurisdiction of organization of any of the foregoing Persons), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Dollars" and "$": dollars in lawful currency of the United States of America.

"EEA Financial Institution": (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": (a) any of the member states of the European Union, (b) Iceland, (c) Liechtenstein and (d) Norway.

"EEA Resolution Authority": any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Signature": an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

"Environment": ambient air, indoor air, surface water, drinking water, groundwater, land surface, subsurface strata, sediments and natural resources such as wetlands, flora and fauna.

"Environmental Claim": any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order, or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with the presence, Release of, or exposure to, any Hazardous Materials; or (c) in connection with any actual or alleged damage, injury, threat, or harm to the Environment.

"Environmental Laws": any and all Laws regulating, relating to or imposing liability or standards of conduct concerning pollution, protection or regulation of the Environment or human health or safety in connection with exposure to Hazardous Materials, as has been, is now, or may at any time hereafter be, in effect and including the common law insofar as it relates to any of the foregoing.

"Environmental Permits": any and all Permits required under, or issued pursuant to, any Environmental Law and including the common law insofar as it relates to any of the foregoing.

"Equity Interests": Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"ERISA": the Employee Retirement Income Security Act of 1974.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default": any of the events or conditions specified in Section 7.1(a); provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Ex-Im Laws": any applicable export and import control laws including to the extent applicable, such laws of the United States (including any administered by the U.S. Department of Commerce and U.S. Customs and Border Protection), the European Union, or the United Kingdom.

"Exchange Act": the Securities Exchange Act of 1934, and the rules and regulations of the SEC promulgated thereunder.

"Excluded Accounts": (i) any accounts that are designated solely as accounts for, and are used solely for, employee benefits or taxes, (ii) any accounts that are designated solely as accounts for, and are used solely for, payroll funding obligations, (iii) any escrow account, trust or other fiduciary account solely used for purposes of transactions that are permitted under this Agreement, (iv) "zero balance" accounts, including accounts with no funds and no activity or to the extent any account to which the funds in such "zero balance" accounts sweep is subject to a Control Agreement, (v) any Deposit Account (other than a zero balance account) with an average daily balance during the applicable account statement period not exceeding $50,000 individually or $500,000 in the aggregate for all Excluded Accounts pursuant to this clause (v); provided that, solely for purposes of calculating the average daily balance under this clause (v), any balance in excess of the applicable threshold during any period in which the applicable Deposit Account maintains a balance in excess of applicable threshold for no more than three (3) consecutive Business days shall be excluded from such average daily balance calculation and (vi) any Deposit Account that would otherwise constitute an Excluded Asset, in each case of clauses (i)

through (v), only to the extent that such amounts deposited in such accounts are used solely for such purposes listed above.

"Excluded Assets": the following:

(e) any asset the grant of a security interest in which would (i) be prohibited by any enforceable anti-assignment provision set forth in any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement, (ii) violate the terms of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement (in the case of clause (i) above, this clause (ii) and clause (iii) below, after giving effect to any applicable anti-assignment provision of the UCC or other applicable Requirements of Law) or (iii) trigger termination of, or a right of termination or any other modification of any rights under, any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement pursuant to any "change of control" or similar provision; it being understood that (A) the term "Excluded Asset" shall not include proceeds or receivables arising out of any contract described in this clause (a) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or any other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right, (B) the exclusions referenced in clauses (i), (ii) and (iii) above shall not apply to the extent that the relevant contract expressly permits the grant of a security interest in all or substantially all of the assets of the Borrower or any Guarantor and (C) the exclusion set forth in this clause (a) shall only apply if the contractual prohibitions or contractual provisions that would be so violated or that would trigger any such termination, right or modification under clauses (i), (ii) or (iii) above (x) existed on the Closing Date (or in the case of any contract of a Subsidiary that is acquired following the Closing Date, as of the date of such acquisition) and were not entered into in contemplation of the Closing Date (or such acquisition) and (y) cannot be waived unilaterally by the Borrower or any of its Wholly-Owned Subsidiaries;

(f) the Equity Interests of any (A) Unrestricted Subsidiary and (B) Immaterial Subsidiary;

(g) any intent-to-use (or similar) trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" notice and/or filing with respect thereto;

(h) any asset, the grant of a security interest in which would (i) require any governmental consent, approval, license, permit or authorization (collectively, "Governmental Consents") that has not been obtained, the Borrower has used commercially reasonable efforts to obtain any Governmental Consents necessary to grant a mortgage or similar security instrument thereon, (ii) be prohibited by applicable Requirements of Law, except, in each case of clause (i) above and this clause (ii), to the extent such requirement or prohibition would be rendered ineffective under the UCC or any other applicable Requirements of Law notwithstanding such requirement or prohibition; it being understood that the term "Excluded Asset" shall not include proceeds or receivables arising out of any asset described in clause (i) or clause (ii) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or any other applicable Requirements of Law notwithstanding the relevant requirement or prohibition or (iii) result in material adverse tax consequences to the Borrower or any of its direct or indirect Restricted Subsidiaries as reasonably determined by the Borrower, including as a result of the operation of Section 956 of the Code;

(i) (i) any leasehold real property interests or concessions and (ii) any fee owned real property that is not a Material Real Estate Asset or that is located in a "special flood zone" (and no landlord lien waivers, estoppels or collateral access letters shall be required to be delivered);

(j) any interest in any partnership, joint venture or non-Wholly-Owned Subsidiary that cannot be pledged without (i) the consent of one or more third parties other than the Borrower or any of its Restricted Subsidiaries under the Organizational Documents (and/or shareholders' or similar agreement) of such partnership, joint venture or non-Wholly-Owned-Subsidiary or (ii) giving rise to a "right of first refusal," a "right of first offer" or a similar right permitted or otherwise not prohibited by the terms of this Agreement that may be exercised by any third party other than the Borrower or any of its Restricted Subsidiaries in accordance with the Organizational Documents (and/or shareholders' or similar agreement) of such partnership, joint venture or non-Wholly-Owned-Subsidiary; provided that no asset shall constitute an Excluded Asset under this clause (f) to the extent any such restriction was entered into with the substantial purpose of making such interest an Excluded Asset;

(k) (i) motor vehicles, tankers, marine vessels, ISO containers and other assets subject to certificates of title, other than any tankers or other marine vessels with a value (as reasonably estimated by the Borrower) in excess of $5.0 million, (ii) letter-of-credit rights not constituting supporting obligations of other Collateral and (iii) commercial tort claims with a value (as reasonably estimated by the Borrower) of less than $5.0 million, except, in each case of the foregoing clauses (i)-(iii), to the extent a security interest therein can be perfected solely by the filing of a UCC financing statement;

(l) any margin stock;

(m) any Excluded Account that is subject to a Permitted Lien;

(n) [reserved];

(o) any lease, license or other agreement or contract or any asset subject thereto (including pursuant to a purchase money security interest, Financing Lease or similar arrangement) that is, in each case, not prohibited by the terms of this Agreement to the extent that the grant of a security interest therein would violate or invalidate such lease, license or agreement or contract or purchase money, Financing Lease or similar arrangement or trigger a right of termination in favor of any other party thereto (other than the Borrower or any of its Restricted Subsidiaries) after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable Requirements of Law; it being understood that the term "Excluded Asset" shall not include any proceeds or receivables arising out of any asset described in this clause (k) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or any other applicable Requirements of Law notwithstanding the relevant requirement or prohibition;

(p) any asset with respect to which the Borrower and the Required Lenders have reasonably agreed that the cost, burden, difficulty or consequence (including any effect on the ability of the Borrower or any Guarantor to conduct its operations and business in the ordinary course of business) of obtaining or perfecting a security interest therein outweighs the benefit of a security interest to the Secured Parties of the security afforded thereby, which determination is evidenced in writing;

(q) [reserved]; and

(r) any governmental licenses, permits or authorizations, or U.S. or foreign state or local franchises, charters or authorizations, to the extent a security interest in any such license, permit, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction) or where the effect thereof would be to limit or diminish the Borrower's or any Guarantor's ability to utilize such license, permit franchise, charter or authorization in the conduct of its business in the ordinary course.

Notwithstanding anything to the contrary, this definition of "Excluded Assets" shall not include any asset that the Borrower elects, in its sole discretion, to constitute Collateral, and any such asset shall automatically cease to be an Excluded Asset for all purposes of the Security Documents upon such election.

"Excluded Taxes": any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), branch profits, and franchise Taxes, in each case (i) imposed on any Recipient as a result of such Recipient being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction of the Governmental Authority imposing such Tax (or any political subdivision thereof), or (ii) that are Other Connection Taxes; (b) Taxes imposed on any Recipient that are attributable to such Recipient's failure to comply with the requirements of clauses (f), (g) or (h) of Section 2.17; (c) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a Law in effect on the date on which (i) such Lender acquires such interest in such Commitment (or, to the extent such Lender did not fund an applicable Loan pursuant to a prior Commitment, on the date on which such Lender acquires interest in such Loan); provided that this clause (i) shall not apply to a Lender that became a Lender pursuant to an assignment request by the Borrower under Section 2.19, or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in such Loan or Commitment or to such Lender immediately before it changed its lending office; and (d) Taxes that are imposed pursuant to FATCA.

"Existing Credit Agreement Lenders" as defined in the recitals.

"Existing Credit Agreement Participants" as defined in the recitals.

"Existing Credit Agreements": collectively:

(s) that certain Credit Agreement, dated as of April 15, 2021 (the "Existing Revolving Credit Agreement"), among NFE, as borrower, the subsidiary guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and MUFG Bank, Ltd. (as successor in interest to Morgan Stanley Senior Funding, Inc.) as administrative agent and as collateral agent,

(t) that certain Credit Agreement, dated as of October 30, 2023 (the "Existing Term Loan B Credit Agreement"), among NFE, as borrower, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and WTNA (as successor in interest to Morgan Stanley Senior Funding, Inc.) as administrative agent and as collateral agent,

(u) that certain Credit Agreement, dated as of July 19, 2024 (the "Existing Term Loan A Credit Agreement"), among NFE, as borrower, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and WTNA (as successor in interest to Morgan Stanley Senior Funding, Inc.) as administrative agent and as collateral agent.

"Fair Market Value": with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as reasonably determined in good faith by the Borrower, which determination will be conclusive (unless otherwise provided in this Agreement).

"FATCA": Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code as of the date of this Agreement (or any amended or successor version described above), and any intergovernmental agreement (and any related fiscal or regulatory legislation, administrative rules or official practices implementing the foregoing).

"FCPA": the United States Foreign Corrupt Practices Act of 1977.

"Federal Funds Effective Rate": for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate charged to a financial institution selected by the Required Lenders on such day on such transactions (and notified to the Administrative Agent).

"Federal Reserve Board": the Board of Governors of the Federal Reserve System.

"Financing Lease": as applied to any Person, any obligation that is required to be accounted for as a financing or capital lease (and, for the avoidance of doubt, not a straight-line or operating lease) on both the balance sheet and income statement for financial reporting purposes in accordance with GAAP. At the time any determination thereof is to be made, the amount of the liability in respect of a financing or capital lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Fitch": Fitch Ratings or any of its successors or assigns that is a nationally recognized statistical rating organization within the meaning of Rule 3(a)(62) under the Exchange Act.

"FLNG 2" means NFE FLNG 2 LLC.

"FLNG 2 Assets": the natural gas liquefaction facility owned by the Subsidiaries as of the Closing Date, along with all other assets of the Borrower and its Subsidiaries.

"FLNG 2 MIP": the cash incentive plan of NFE for the benefit of officers and other employees of NFE and its Subsidiaries that are involved in the development of the natural gas liquefaction facility referred to by NFE as "FLNG 2," which provides for cash incentive compensation based on the proceeds of a sale of FLNG 2 Assets and includes a participation pool determined by reference to such proceeds.

"FLNG 2 Preferred Equity": all preferred equity interests of the Borrower and/or FLNG 2, as applicable, from and after the Restructuring Effective Date (as defined in the Restructuring Support Agreement).

"Floor": the benchmark rate floor (which may be zero), if any, provided for in this Agreement with respect to Term SOFR or any Benchmark Replacement as determined for any Class of Loans. The Floor shall be 1.00% per annum with respect to the Term Loans.

"Foreign Disposition": as defined in Section 2.10(b)(vi).

"Foreign Employee Benefit Plan": any employee benefit plan as defined in Section 3(3) of ERISA which is maintained or contributed to for the benefit of the employees of the Borrower and its Subsidiaries, but which is not covered by ERISA pursuant to ERISA Section 4(b)(4).

"Foreign Lender": as defined in Section 2.17(g)(ii).

"Foreign Recovery Event": as defined in Section 2.10(b)(vi).

"Foreign Subsidiary": any Restricted Subsidiary that is not organized under the laws of the United States of America, any state thereof or the District of Columbia and any Restricted Subsidiary of such Foreign Subsidiary.

"Funding Notice": a notice substantially in the form of Exhibit D.

"GAAP": at the election of the Borrower, (i) the accounting standards and interpretations adopted by the International Accounting Standards Board, as in effect from time to time ("IFRS") if the Borrower's financial statements are at such time prepared in accordance with IFRS or (ii) generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, as in effect from time to time; provided that (a) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts referred to herein shall be made without giving effect to (x) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value," as defined therein and (y) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (b) any calculation or determination in this Agreement that requires the application of GAAP across multiple quarters need not be calculated or determined using the same accounting standard for each constituent quarter.

"Governmental Authority": any federal, state, provincial, municipal, national or other government, governmental department, commission, board, bureau, authority, court, central bank, agency, regulatory body or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government (including any supranational bodies such as the European Union or the European Central Bank).

"Granting Lender": as defined in Section 9.6(o).

"Guarantee": the guarantee by any Guarantor of the Obligations.

"Guarantor": each Subsidiary of the Borrower that executes this Agreement as a guarantor on the Closing Date and each other Subsidiary of the Borrower that thereafter guarantees the Obligations in accordance with the terms of this Agreement (but excluding any Person released from its obligations hereunder pursuant to Section 9.20).

"Guarantor Obligations": all obligations and liabilities of each Guarantor (including interest, fees and expenses after the filing of any petition in bankruptcy (or which, but for the filing of such petition, would be accruing), or the commencement of any insolvency, reorganization, examinership or like proceeding, relating to such Guarantor, whether or not a claim for post-filing or post-petition interests, fees or expenses is allowed or allowable in such proceeding) which arise under or in connection with this Agreement or any other Loan Document, in each case whether on account of principal, interest, guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

"Hazardous Materials": any material, substance, chemical, or waste (or combination thereof) that (a) is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law; or (b) can form the basis of any liability under any Environmental Law, including any Environmental Law relating to petroleum, petroleum products, asbestos, urea formaldehyde, radioactive materials, polychlorinated biphenyls and toxic mold.

"Hedge Agreement": (a) any agreement with respect to any Derivative Transaction between the Borrower, any Guarantor or any Restricted Subsidiary and any other Person, whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Hedging Obligations": the obligations of the Borrower, any Guarantor or any Restricted Subsidiary under any Hedge Agreement.

"IFRS": as defined in the definition of GAAP.

"Illegality Notice": as defined in Section 2.15(b).

"Immaterial Subsidiary": any Restricted Subsidiary that is not a Material Subsidiary.

"Immediate Family Member": with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), any trust, partnership or other bona fide estate planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual's estate (or an executor or administrator acting on its behalf), heirs, legatees or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"Increased Cost Lender": as defined in Section 2.19.

"Indebtedness": as applied to any Person, without duplication:

(v) all indebtedness for borrowed money;

(w) all obligations with respect to Financing Leases;

(x) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(y) any obligation of such Person to pay the deferred purchase price of property or services (excluding any such obligations incurred under ERISA) to the extent such obligations are treated as indebtedness under GAAP;

(z) all Indebtedness of others that is secured by any Lien on any asset owned or held by such Person regardless of whether the Indebtedness secured thereby has been assumed by such Person or is non-recourse to the credit of such Person provided that the amount of Indebtedness of any Person for purposes of this clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby;

(aa) letters of credit or bankers' acceptances issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings;

(ab) the guarantee by such Person of the Indebtedness of another, other than by endorsement of negotiable instruments for collection in the ordinary course of business; provided that the amount of Indebtedness of any Person for purposes of this clause (g) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) in the case of Indebtedness that is non-recourse to the credit of the Borrower or a Restricted Subsidiary, the Fair Market Value of the property encumbered thereby;

(ac) all obligations of such Person in respect of any Disqualified Stock; and

(ad) all net obligations of such Person in respect of any Derivative Transaction, whether or not entered into for hedging or speculative purposes, other than those providing for the delivery of a commodity pursuant to forward contracts;

in each case, to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any third person (including any partnership in which such Person is a general partner and any unincorporated joint venture in which such Person is a joint venture) to the extent such Person would be liable therefor under applicable Requirements of Law or any agreement or instrument by virtue of such Person's ownership interest in such Person, except to the extent the terms of such Indebtedness provided that such Person is not liable therefor; provided that, notwithstanding anything herein to the contrary, the term "Indebtedness" shall not include, and shall be calculated without giving effect to, (x) the effects of Accounting Standards Codification Topic 815 or International Accounting Standard 39 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness under this Agreement but for the application of this proviso shall not be deemed an incurrence of Indebtedness under this Agreement) and (y) the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivative created by the terms of such Indebtedness (it being understood that any such amount that would have constituted Indebtedness under this Agreement but for the application of this sentence shall not be deemed to be an incurrence of Indebtedness under this Agreement).

For all purposes hereof, the Indebtedness of the Borrower and its Restricted Subsidiaries shall exclude (i) intercompany liabilities arising from cash management and accounting

operations and intercompany loans, advances or Indebtedness among the Borrower and its Restricted Subsidiaries having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) any amounts payable or other liabilities to trade creditors (including undrawn letters of credit) arising in the ordinary course of business, consistent with past practice or consistent with industry norm, including any deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller, (iv) any obligations attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto (including any accrued interest), (v) Indebtedness appearing on the balance sheet of the Borrower solely by reason of pushdown accounting under GAAP, (vi) accrued expenses and royalties, (vii) asset retirement obligations and obligations in respect of performance bonds, reclamation and workers' compensation claims, retirement, post-employment or termination obligations (including pensions and retiree medical care), pension fund obligations or contributions or similar claims, or social security or wage taxes or contributions, (viii) accrued expenses or current trade or other ordinary course payables or liabilities incurred in the ordinary course of business, consistent with past practice or consistent with industry norm (including on an intercompany basis), and obligations resulting from take-or-pay contracts entered into in the ordinary course of business, consistent with past practice or consistent with industry norm, and other liabilities associated with customer prepayments and deposits, (ix) liabilities associated with customer prepayments and deposits and other accrued obligations (including transfer pricing), in each case incurred in the ordinary course of business, consistent with past practice or consistent with industry norm, (x) Non-Financing Lease Obligations or other obligations under or in respect of straight line leases or operating leases (except to the extent resulting in a Financing Lease), any leases or rentals of equipment related to exploration, production and commercialization activities, including, without limitation, leases or rentals of or related to drilling rigs, pipelines, supply boats and LNG carriers, FPSO (floating production storage and offloading) facilities, WHPs (wellhead platforms), TLWPs (tension leg wellhead platforms) and any other equipment or other assets; provided that such leases or rentals do not include a bargain purchase option, (xi) customary obligations under employment agreements and deferred compensation arrangements, (xii) Contingent Obligations, (xiii) obligations under any license, permit or other approval (or guarantees given in respect of such obligations) incurred prior to the Closing Date or in the ordinary course of business, consistent with past practice or consistent with industry norm, (xiv) any liability for taxes and (xv) any land and port concessions.

"Indemnified Liabilities": as defined in Section 9.5(a).

"Indemnified Taxes": (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee": as defined in Section 9.5(a).

"Information": as defined in Section 9.14.

"Insolvency": with respect to any Multiemployer Plan, the condition that such "plan" is insolvent within the meaning of Section 4245 of ERISA.

"Interest Payment Date": with respect to (a) any Loan that is a Base Rate Loan, the last Business Day of March, June, September and December of each year, commencing on the first such date to occur after the Closing Date, and the final Maturity Date of such Loan; and (b) any Loan that is a SOFR Loan, the last day of each Interest Period applicable to such Loan and the final maturity of such Loan; provided that, in the case of each Interest Period of longer than three

months, "Interest Payment Date" shall also include each date that is three months, or an integral multiple thereof, after the commencement of such Interest Period.

"Interest Period": in connection with a SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability of the Term SOFR applicable to the relevant Loan), as selected by the Borrower in the applicable Funding Notice or Conversion/Continuation Notice, (a) initially, commencing on the Closing Date or Conversion/Continuation Date thereof, as the case may be; and (b) thereafter, commencing on the day on which the immediately preceding Interest Period expires; provided, (i) if an Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day unless no further Business Day occurs in such month, in which case such Interest Period shall expire on the immediately preceding Business Day; (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (iii) of this definition, end on the last Business Day of a calendar month; (iii) no Interest Period with respect to any portion of Loans shall extend beyond the Maturity Date and (iv) no tenor that has been removed from this definition pursuant to Section 2.12(d) shall be available for specification in such Funding Notice or Conversion/Continuation Notice.

"Investment": (a) any purchase or other acquisition by the Borrower or any of its Restricted Subsidiaries of any of the securities of any other Person (other than the Borrower or any Guarantor), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of (i) all or substantially all the business, property or fixed assets of any other Person or any division or line of business or other business unit of any other Person or (ii) any Material Assets of any other Person other than (A) Material Assets that are or become owned by, or are acquired by, Loan Parties or (B) Material Assets that are or become owned by, or are acquired by, the Borrower or any Subsidiary and such Material Assets relate to the matters disclosed in the Business Plan and (c) any loan, advance or capital contribution (other than accounts receivable, trade credit, advances to customers, intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) or any advance to any current or former employee, officer, director, member of management, manager, member, partner, consultant or independent contractor of the Borrower or any Restricted Subsidiary for moving, entertainment and travel expenses, drawing accounts and similar expenditures, in each case in the ordinary course of business, consistent with practice or consistent with industry norm of the Borrower and/or its Subsidiaries) by the Borrower or any of its Restricted Subsidiaries to any other Person.

The amount of any Investment outstanding at any time shall be the original cost of such Investment (determined, in the case of an Investment made with assets of the Borrower or any Restricted Subsidiary, based on the net book value of the assets invested), *minus* any payments actually received by such investor representing a Return in respect of such Investment, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment.

If the Borrower or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Borrower or any Restricted Subsidiary in such Person remaining after giving effect thereto shall not be deemed to be an Investment at such time.

"Investment Grade Assets": (a) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents), (b) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Subsidiaries, (c) investments in any fund that invests at least 90.0% of its assets in investments of the type described in the foregoing clauses (a) and (b) which fund may also hold immaterial amounts of cash pending investment or distribution and (d) corresponding instruments utilized by any Foreign Subsidiary and customarily used by companies in the jurisdiction of such Foreign Subsidiary for high quality investments.

"Investment Grade Rating": a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P or Fitch or the equivalent investment grade credit rating from any other nationally recognized rating agency.

"IP Rights": a license or right to use all rights in Designs, patents, trademarks, domain names, copyrights, software, Trade Secrets and all other intellectual property rights.

"IRS": the U.S. Internal Revenue Service.

"Joinder Agreement": a Joinder Agreement, substantially in the form of Exhibit B, duly executed by a Subsidiary made a party hereto pursuant to Section 5.10(a).

"Judgment Currency": as defined in Section 9.17(b).

"Law": all international, foreign, Federal, state and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, licenses, authorizations and permits of, any Governmental Authority.

"LCA Election": as defined in Section 1.6(a).

"LCA Test Date": as defined in Section 1.6(a).

"Lenders": the Persons listed on Schedule 1.1A and thereafter any other Person that shall have become a party hereto pursuant to a Master Consent and Assignment (including the Existing Credit Agreement Lenders and the Existing Credit Agreement Participants, to the extent party to such Master Consent and Assignment) or an Assignment and Acceptance, in each case, other than any such Person that shall have ceased to be a party hereto pursuant to a Master Consent and Assignment or an Assignment and Acceptance; provided, however, that Section 9.5 shall continue to apply to each such Person that ceases to be a party hereto pursuant to a Master Consent and Assignment or an Assignment and Acceptance as if such Person is a "Lender"; provided, further, however, that, for purposes of (i) the definition of "Required Lenders" and (ii) the Lender indemnity set forth in Section 9.5(c), to the extent that Kroll Issuer Services Limited ("Kroll") is a Lender, Kroll's holdings as a Lender shall be disregarded from both the numerator and the denominator in determining Required Lenders or any Lender's Pro Rata Share.

"Lien": any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Financing Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; provided that in no event shall a Non-Financing Lease Obligation be deemed to constitute a Lien.

"Limited Condition Asset Sale": any (i) Disposition or (ii) sale of Equity Interests of any Restricted Subsidiary (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 6.3), whether in a single transaction or a series of related transactions and whether effected pursuant to a Division or otherwise, in each case, not prohibited by this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third-party financing.

"LNG": natural gas in its liquid state at or below its boiling point at or near atmospheric pressure.

"Loan Documents": (i) this Agreement, the Security Documents, and the Loan Notes and (ii) solely for purposes of the rights, protections, obligations, duties, immunities and indemnities of the Agents, the Agent Fee Letter.

"Loan Note": a promissory note substantially in the form of Exhibit G.

"Loan Parties": the collective reference to the Borrower and each Guarantor.

"Loans": the extensions of credit deemed made by the Lenders to the Borrower hereunder in the form of Term Loans.

"Management Investors": the current, former or future officers, directors, managers and employees (and any Immediate Family Members of the foregoing) of the Borrower or any of its Subsidiaries who are or who become direct or indirect investors in the Borrower.

"Master Consent and Assignment": a master consent and assignment substantially in the form of Exhibit H.

"Material Adverse Effect": any circumstances or conditions that would have a material adverse effect on (a) the ability of the Borrower to perform its payment obligations under this Agreement or any other Loan Document, (b) the rights or remedies of the Secured Parties under this Agreement or any other Loan Document or (c) the business, assets, properties, liabilities or financial condition of the Loan Parties, taken as a whole.

"Material Assets": any assets with a value individually or in the aggregate greater than or equal to $25.0 million.

"Material Indebtedness": (a) Indebtedness incurred under the Letter of Credit Agreement and (b) any other Indebtedness (other than the Obligations) for borrowed money or other obligations evidenced by any indenture, debenture, notes or similar instrument to the extent constituting Indebtedness, of any one or more of the Borrower or the Restricted Subsidiaries in an aggregate outstanding principal amount exceeding $50.0 million.

"Material Intellectual Property": any Intellectual Property owned by the Borrower or any Restricted Subsidiary that is material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole.

"Material Real Estate Asset": any "fee-owned" real estate asset owned by a Loan Party on the Closing Date, acquired by a Loan Party after the Closing Date or owned by any Person at the time such Person becomes a Loan Party, in each case, having a Fair Market Value in excess of $5.0 million as of the date of acquisition thereof (or the date of substantial completion of any material improvement thereon or new construction thereof) or if the owning entity becomes a Loan Party after the Closing Date, as of the date such Person becomes a Loan Party.

"Material Subsidiary": as of any date of determination, any Restricted Subsidiary of the Borrower the assets of which (on a standalone basis, when combined with the assets of such Restricted Subsidiary's Subsidiaries attributable to such Restricted Subsidiary's economic interest therein, after intercompany eliminations) exceed 2.5% of Consolidated Total Assets of NFE as of the last day of the Test Period then most recently ended on or prior to such date of determination; provided that if, at any time and from time to time after the Closing Date, Restricted Subsidiaries that are Immaterial Subsidiaries have, in the aggregate, Consolidated Total Assets (on a standalone basis, when combined with the assets of such Restricted Subsidiary's Subsidiaries attributable to such Restricted Subsidiary's economic interest therein, after intercompany eliminations) at the last day of such Test Period equal to or greater than 5.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date, determined in accordance with GAAP, then the Borrower shall, on the date on which financial statements for such quarter are delivered pursuant to this Agreement, designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as "Material Subsidiaries."

"Maturity Date": with respect to the Term Loans, the third anniversary of the Closing Date; provided that if such date is not a Business Day, then the Maturity Date shall be the immediately preceding Business Day.

"Maximum Rate": as defined in Section 9.25.

"Moody's": Moody's Investors Service, Inc. or any of its successors or assigns that is a nationally recognized statistical rating organization within the meaning of Rule 3(a)(62) under the Exchange Act.

"Mortgage": any mortgage, deed of trust or other similar agreement made by a Loan Party in favor of the Collateral Agent, for the benefit of the Secured Parties, on any Material Real Estate Asset constituting Collateral, which shall be in form reasonably satisfactory to the Collateral Agent, the Required Lenders and the Borrower; provided that, unless the Required Lenders object in writing to a Mortgage within ten (10) Business Days following the date such Mortgage is posted on a Platform, (a) such Mortgage shall be deemed acceptable to the Required Lenders and (b) the Required Lenders shall be deemed to have directed the Collateral Agent (including in any other capacity party to such Mortgage) to execute and deliver such Mortgage; provided, further, that, any deadline under any Loan Document requiring the delivery of such Mortgage shall be deemed satisfied upon such posting to a Platform and to the extent the Required Lenders have timely objected to such Mortgage in accordance with the foregoing shall automatically be extended until the applicable Loan Party addresses such objection (using commercially reasonable efforts).

"Multiemployer Plan": a plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA with respect to which the Borrower or any Commonly Controlled Entity has an obligation to make contributions or has any actual or contingent liability.

"Net Proceeds":

(ae) 100% of the cash proceeds and Cash Equivalents actually received by the Borrower or any of its Restricted Subsidiaries (including any cash payments or Cash Equivalents received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise and including casualty insurance settlements (excluding any settlement received in connection with a business interruption insurance policy) and condemnation awards, but in each case only as and when received) from any Asset Sale or Recovery Event, net of:

(i) attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer Taxes, deed or mortgage recording Taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith,

(ii) the principal amount of any Indebtedness that is secured by a Lien (other than Indebtedness under the Loan Documents and other than Indebtedness secured by Liens that rank pari passu with or are subordinated to the Liens securing the Obligations) on the asset subject to such Asset Sale or Recovery Event and that is required to be repaid solely as a result of such Asset Sale or Recovery Event, solely to the extent so repaid together with any applicable premium, penalty, interest and breakage costs,

(iii) in the case of any Asset Sale, or Recovery Event by a non-Wholly Owned Restricted Subsidiary, the pro rata portion of the Net Proceeds thereof (calculated without regard to this clause (iii)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Wholly-Owned Restricted Subsidiary of the Borrower as a result thereof,

(iv) Taxes paid or reasonably estimated to be payable by the Borrower or any of its Restricted Subsidiaries or beneficial owners, directly or indirectly, as a result thereof, and

(v) the amount of any reasonable reserve required to be established in accordance with GAAP against any adjustment to the sale price or any liabilities (x) related to any of the applicable assets and (y) retained by the Borrower or any of its Restricted Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (provided, however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Proceeds of such Asset Sale or Recovery Event occurring on the date of such reduction); and

(af) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any of its Restricted Subsidiaries of any Indebtedness, net of all Taxes paid or reasonably estimated to be payable by the Borrower or any of its Restricted Subsidiaries or any beneficial owner, directly or indirectly, as a result thereof and fees (including investment banking fees, underwriting fees and discounts), commissions, costs and other expenses, in each case incurred by the Borrower or any of its Restricted Subsidiaries in connection with such issuance or sale.

"Net Short Lender": as defined in Section 9.26(a).

"New CoreCo Loan Parties": NFE and the guarantors from time to time party to that certain Credit Agreement, dated as of September 11, 2026, by and among NFE, as the borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Wilmington Trust, National Association, as the administrative agent and the collateral agent.

"NFE": as defined in the recitals.

"Non-Consenting Lender": as defined in Section 2.19.

"Non-Defaulting Lender": at any time, any Lender that is not a Defaulting Lender at such time.

"Non-Financing Lease Obligation": a lease obligation that is not required to be accounted for as a financing or capital lease on both the balance sheet and the income statement for financial reporting purposes in accordance with GAAP. For the avoidance of doubt, a straight line or operating lease shall be considered a Non-Financing Lease Obligation.

"Non-Public Information": material non-public information (within the meaning of United States federal, state or other applicable securities laws) with respect to the Borrower and its Subsidiaries or their securities.

"Notice": a Funding Notice or a Conversion/Continuation Notice.

"Obligations": the collective reference to (a) the Borrower Obligations and (b) the Guarantor Obligations.

"Officer's Certificate": a certificate signed on behalf of the Borrower by a Responsible Officer of the Borrower or on behalf of any other Person, as the case may be, that meets the requirements set forth in this Agreement.

"OID": original issue discount.

"Organizational Documents": with respect to any Person, (i) in the case of any corporation, the certificate of incorporation and bylaws (or similar documents) of such Person, (ii) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such Person, (iii) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person, (iv) in the case of any general partnership, the partnership agreement (or similar document) of such Person, (v) in the case of any trust, the declaration of trust and trust agreement (or similar document) of such Person and (vi) in any other case, the functional equivalent of the foregoing.

"Other Connection Taxes": with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes": any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (and any interest, additions to Tax or penalties applicable thereto), except any such Taxes that are Other Connection Taxes imposed as a result of an assignment by a Recipient (other than an assignment made pursuant to Section 2.19).

"Outstanding Amount": with respect to any Lender at any time, the outstanding principal amount of such Lender's Loans (including any capitalized PIK Interest).

"Participant": as defined in Section 9.6(b).

"Participant Register": as defined in Section 9.6(b).

"PATRIOT Act": the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Pub. L. 107-56 (signed into law October 26, 2001)).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Pension Plan": a "pension plan," as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a Multiemployer Plan), and to which the Borrower may have liability, including any liability by reason of the Borrower's (a) being jointly and severally liable for liabilities of any Commonly Controlled Entity in connection with such Pension Plan, (b) having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or (c) being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR."

"Permit": any permit, license, approval, consent, order, right, certificate, judgment, writ, injunction, award, determination, direction, decree, registration, notification, authorization, franchise, privilege, grant, waiver, exemption and other similar concession or bylaw, rule or regulation of, by or from any Governmental Authority.

"Permitted Discharge": the Disposition by the Borrower or FLNG 2, directly or indirectly, of all or substantially all of the Collateral and all or substantially all of its other assets, which satisfies the following conditions:

(ag) such Disposition shall have been approved by the Required Lenders;

(ah) such Disposition shall be made for no less than Fair Market Value (as determined by the Borrower in good faith) at the time of such sale;

(ai) 100% of the Net Proceeds from such Disposition shall be used to repay outstanding Term Loans hereunder in accordance with Section 2.10(b); and

(aj) if the Net Proceeds from such Disposition are not sufficient to repay all outstanding Term Loans hereunder in full, (i) the Borrower shall have provided a customary fairness opinion related to such determination prior to the date of such Permitted Discharge, and (ii) more than 50.0% of the members of the Board of Directors of the Borrower shall have approved the cancellation in full of the Term Loans.

"Permitted Holders": as set forth in Appendix A.

"Permitted Investments":

(ak) cash or Investments that were Cash Equivalents or Investment Grade Assets at the time made;

(al) (i) Investments existing on the Closing Date in any Restricted Subsidiary or (ii) Investments made after the Closing Date in one or more Restricted Subsidiaries (including, in each case, guarantees of obligations of Restricted Subsidiaries);

(am) Investments (i) constituting deposits, prepayments, trade credit (including the creation of receivables) and/or other credits to suppliers or lessors, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and/or (iii) in the form of advances made to distributors, suppliers, lessors, licensors and licensees, in each case, in the ordinary course of business, consistent with past practice or consistent with industry norm or, in

the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Borrower or any Restricted Subsidiary;

(an) [reserved];

(ao) any Investment by the Borrower or any of its Restricted Subsidiaries of all or substantially all of the assets of, or any business line, unit, division or product line (including research and development and related assets in respect of any product):

(i) in any Person or the Equity Interests of any Person who is engaged in a Similar Business and becomes a Restricted Subsidiary (and, in any event, including by redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or by means of a Division); or

(ii) if as a result of such Investment, such Person, in one transaction or a series of related transactions, is merged, amalgamated or consolidated with or into, or transfers or conveys substantially all of its assets (or such division, business unit, product line or line of business) to, or is liquidated into, the Borrower or a Restricted Subsidiary, and, in each case, any Investment held by such Person; provided that such Investment was not acquired by such Person in contemplation of such acquisition, merger, amalgamation, Division, consolidation, transfer, conveyance or redesignation;

(ap) Investments (i) existing on, or contractually committed to or contemplated as of, the Closing Date and as set forth on Schedule 6.1 and (ii) any modification, replacement, renewal or extensions of any Investment described in clause (i) above so long as no such modification, replacement, renewal or extension increases the amount of such Investment except by the terms thereof in effect on the Closing Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay in kind securities) or as otherwise not prohibited by this Agreement;

(aq) Investments (including earn-outs) received in lieu of cash in connection with an Asset Sale made pursuant to the provisions of Section 6.4 or any other disposition of assets not constituting an Asset Sale;

(ar) [reserved];

(as) Investments (i) made in the ordinary course of business, consistent with past practice or consistent with industry norm in connection with obtaining, maintaining or renewing client contacts and loans or advances made to distributors in the ordinary course of business, consistent with past practice or consistent with industry norm or (ii) consisting of extensions of credit in the nature of accounts receivable, performance guarantees or Contingent Obligations or notes receivable arising from the grant of trade credit in the ordinary course of business, consistent with past practice or consistent with industry norm;

(at) Investments consisting of (or resulting from) (i) Indebtedness otherwise permitted under Section 6.3, (ii) Permitted Liens, (iii) Restricted Payments otherwise permitted under Section 6.1 (other than a Restricted Payment permitted under Section 6.1(b)(ix)) and (iv) Asset Sales otherwise permitted under Section 6.4 or any other disposition not constituting an Asset Sale (other than pursuant to clause (a), (b), (c)(ii) (if made in reliance on clause (B) therein) and (g) of the definition thereof);

(au) Investments in the ordinary course of business, consistent with past practice or consistent with industry norm consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(av) Investments (including debt obligations and Equity Interests) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other account debtors arising in the ordinary course of business, consistent with past practice or consistent with industry norm, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(aw) loans and advances of payroll payments or other compensation (including deferred compensation) to present or former employees, directors, members of management, officers, managers, members, partners, independent contractors or consultants of the Borrower and/or any Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm;

(ax) [reserved];

(ay) [reserved];

(az) [reserved];

(ba) Investments made after the Closing Date by the Borrower and/or any of its Restricted Subsidiaries when no Event of Default shall have occurred and be continuing or would occur as a consequence thereof in an aggregate amount (with respect to each such Investment, as valued at the Fair Market Value of such Investment at the time such Investment is made or, at the option of the Borrower, committed to be made) then outstanding under this clause (q) not to exceed $5.0 million;

(bb) [reserved];

(bc) to the extent constituting Investments, (i) guarantees of leases (other than Financing Leases) or of other obligations not constituting Indebtedness of the Borrower and/or its Restricted Subsidiaries and (ii) guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Borrower and/or its Restricted Subsidiaries, in each case, in the ordinary course of business, consistent with past practice or consistent with industry norm;

(bd) [reserved];

(be) [reserved];

(bf) [reserved];

(bg) any Derivative Transactions of the type permitted under Section 6.3(b)(xix);

(bh) Investments consisting of the licensing of intellectual property or other works of authorship for the purpose of joint marketing arrangements with other Persons;

(bi) [reserved];

(bj) (i) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that the same are permitted to remain unfunded under applicable Requirements of Law and (ii) Investments of assets relating to any non-qualified deferred payment plan or similar employee compensation plan in the ordinary course of business, consistent with past practice or consistent with industry norm;

(bk) Investments in the Borrower, any Restricted Subsidiary and/or any joint venture in connection with intercompany cash management arrangements and related activities and/or customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements, in each case, entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(bl) [reserved];

(bm) [reserved];

(bn) [reserved];

(bo) [reserved];

(bp) contributions to a "rabbi" trust for the benefit of employees, directors, consultants, independent contractors or other service providers or other grantor trust (or any Immediate Family Member of the foregoing) subject to claims of creditors in the case of a bankruptcy of the Borrower or any Restricted Subsidiary;

(bq) to the extent that they constitute Investments, purchases, acquisitions, licenses or leases of inventory, supplies, materials or equipment or purchases, acquisitions, licenses or leases of other assets, intellectual property, or other rights or the contribution of IP Rights pursuant to joint marketing arrangements, in each case in the ordinary course of business, consistent with past practice or consistent with industry norm;

(br) intercompany current liabilities owed to Unrestricted Subsidiaries or joint ventures incurred in the ordinary course of business, consistent with past practice or consistent with industry norm in connection with cash management operations of the Borrower and its Subsidiaries;

(bs) Investments made from casualty insurance proceeds in connection with the replacement, substitution, restoration or repair of assets on account of a casualty event;

(bt) Investments to the extent required by applicable rules under the Exchange Act or by any governmental authority, including any Investment made in order to avoid early warning or notice requirements under such rules or requirements;

(bu) [Reserved]; and

(bv) any transaction to the extent it constitutes an Investment that is not prohibited by and is made in accordance with the provisions of Section 6.5 (except transactions permitted by Section 6.5(b)(iv) by reference to Section 6.1 or this definition).

"Permitted Liens":

(bw) Liens securing Indebtedness incurred under any Loan Document;

(bx) Liens for taxes, assessments or other governmental charges (i) which are not overdue for a period of more than 60 days or not yet payable or subject to penalties for nonpayment, (ii) which are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of the Borrower or any of its Restricted Subsidiaries in accordance with GAAP or (iii) which are on property that the Borrower or any of its Restricted Subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy or claim is to such property;

(by) Liens (and rights of setoff) of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens (including, without limitation, any maritime liens, whether or not statutory, that are recognized or given effect to as such by the law of any applicable jurisdiction) imposed by applicable Requirements of Law, in each case incurred in the ordinary course of business, consistent with past practice or consistent with industry norm (i) for amounts not yet overdue by more than 60 days, (ii) for amounts that are overdue by more than 60 days or that are unfiled and no other action has been taken to enforce such Liens or those that are being contested in good faith by appropriate proceedings, so long as any reserves or other appropriate provisions required by GAAP have been made for any such contested amounts or (iii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect;

(bz) Liens incurred or deposits made in the ordinary course of business, consistent with past practice or consistent with industry norm (i) in connection with workers' compensation, pension, unemployment insurance, employers' health tax and other types of social security or similar laws and regulations or other insurance related obligations (including in respect of deductibles, self-insured retention amounts and premiums and adjustments thereto), (ii) to secure the performance of tenders, statutory obligations, surety, stay, customs, appeal, performance and/or completion bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (including those to secure health, safety and environmental obligations but exclusive of obligations for the payment of borrowed money), (iii) securing or in connection with (x) any liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) insurance carriers providing property, casualty, liability or other insurance (including self-insurance) to the Borrower or its Subsidiaries or otherwise supporting the payment of items set forth in the foregoing clause (i) or (y) leases or licenses of property otherwise not prohibited by this Agreement and use and occupancy agreements, utility services and similar transactions entered into in the ordinary course of business, consistent with past practice or consistent with industry norm and (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(ca) Liens consisting of survey exceptions, easements, rights-of-way, restrictions, encroachments, and other similar encumbrances or minor defects or irregularities in title, in each case that would not reasonably be expected to result in a Material Adverse Effect;

(cb) Liens consisting of any (i) interest or title of a lessor or sublessor under any lease of real estate entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) landlord lien not prohibited by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sublessor may be subject or (iv) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(cc) Liens solely on any cash advance, earnest money or escrow deposits made by the Borrower and/or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment or disposition not prohibited under this Agreement;

(cd) Liens or purported Liens evidenced by the filing of UCC financing statements, including precautionary UCC financing statements, or any similar filings made in respect of (i) Non-Financing Lease Obligations or consignment or bailee arrangements entered into by the Borrower or any of its Restricted Subsidiaries and/or (ii) the sale of accounts

receivable in the ordinary course of business, consistent with past practice or consistent with industry norm (to the extent otherwise permitted herein) for which a UCC financing statement is required;

(ce) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(cf) Liens in connection with any zoning, building, land use or similar Requirements of Law or right reserved to or vested in any governmental authority by any statutory provision or by the terms of any lease, license, franchise, grant or permit of the Borrower or any of its Restricted Subsidiaries to (i) control or regulate the use of any or dimensions of real property or the structure thereon that would not reasonably be expected to have a material adverse effect on the business, results of operations or financial condition of the Borrower and its Restricted Subsidiaries, taken as a whole, including Liens in connection with any condemnation or eminent domain proceeding or compulsory purchase order or (ii) terminate any such lease, license, franchise, grant or permit or to require annual or other payments as a condition to the continuation thereof;

(cg) Liens securing Refinancing Indebtedness permitted pursuant to Section 6.3(b)(xvii) (solely with respect to the permitted refinancing of (x) Indebtedness permitted pursuant to Sections 6.3(b)(i), (ii), (x), (xiv), (xvii), (xxi),(xxv), (xxxviii), (xli) or (xlii), or (y) Indebtedness that is secured in reliance on clause (u) below (without duplication of any amount outstanding thereunder)); provided that (i) no such Lien extends to any property or asset of the Borrower or any Restricted Subsidiary that did not secure the Indebtedness being refinanced, other than (A) after-acquired property that is affixed to or incorporated into the property covered by such Lien, (B) in the case of any property or assets financed by Indebtedness, Disqualified Stock or Preferred Stock or subject to a Lien securing Indebtedness, in each case, not prohibited by Section 6.3, the terms of which Indebtedness, Disqualified Stock or Preferred Stock require or include a pledge of after-acquired property to secure such Indebtedness and related obligations, any such after-acquired property and (C) the proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.3(b)(xiv) or (xv) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its Affiliates) and (ii) such Liens shall not secure Indebtedness having a priority in right of payment or Lien priority that is senior to the Indebtedness being refinanced;

(ch) Liens existing on the Closing Date set forth on Schedule 6.6 and any modification, replacement, refinancing, renewal or extension thereof; provided that (i) no such Lien extends to any property or asset of the Borrower or any Restricted Subsidiary that was not subject to the original Lien, other than (A) after-acquired property that is affixed to or incorporated into the property covered by such Lien, (B) in the case of any property or assets financed by Indebtedness or subject to a Lien securing Indebtedness, in either case permitted under Section 6.3, the terms of which Indebtedness require or include a pledge of after-acquired property to secure such Indebtedness and related obligations, any such after-acquired property and (C) the proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.3(b)(xiv) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its Affiliates) and (ii) any such modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if the same constitute Indebtedness, is not prohibited by Section 6.3;

(ci) Liens securing Indebtedness permitted pursuant to Section 6.3(b)(xiv) (including with respect to Financing Leases and purchase money Indebtedness) of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the acquisition,

construction, lease, expansion, development, design, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement of property (real or personal), equipment or any other asset (through the direct purchase of property, equipment or other assets but excluding any acquisition of Equity Interests of any Person owning such property, equipment or other assets) in the ordinary course of business, consistent with past practice or consistent with industry norm, used to purchase assets that are used directly or indirectly to produce, transport or deliver liquefied natural gas or power to customers (including tugs, iso containers, turbines, regasification equipment, ancillary equipment useful to ensure the proper functioning of this equipment) and is prior to, at the time of or within 270 days after the completion of such acquisition, construction, lease, expansion, development, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement; provided that, the aggregate principal amount of such Indebtedness secured by Liens permitted pursuant to this clause (m) shall not exceed an amount equal to $25.0 million;

(cj) Liens securing Indebtedness permitted pursuant to Section 6.3(b)(xiv) or (xxi);

(ck) Liens securing Indebtedness permitted pursuant to Section 6.3(b)(xv) (including with respect to Financing Leases and obligations in respect of charters or similar arrangements) of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the chartering, leasing, acquisition, construction, expansion, development, design, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement of vessels or other assets used to produce, transport, store, regasify or deliver liquefied natural gas, LNG cargoes or power to customers (including vessels, tugs, ISO containers, regasification equipment and other ancillary equipment useful to ensure the proper functioning of such assets), in each case in the ordinary course of business, consistent with past practice or consistent with industry norm, and incurred prior to, at the time of or within 270 days after the completion of such chartering, leasing, acquisition, construction, expansion, development, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement; provided that the aggregate principal amount of Indebtedness secured by such Liens permitted pursuant to this clause (o) shall not exceed $5.0 million;

(cl) (i) Liens that are contractual rights of setoff or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business, consistent with past practice or consistent with industry norm of the Borrower or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, consistent with past practice or consistent with industry norm, (ii) Liens encumbering reasonable customary initial deposits and margin deposits, (iii) bankers Liens and rights and remedies as to Deposit Accounts, (iv) Liens on the proceeds of any Indebtedness in favor of the holders of such Indebtedness incurred in connection with any transaction permitted under this Agreement, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction and (v) Liens consisting of an agreement to dispose of any property in a disposition permitted under Section 6.4, in each case, solely to the extent such Investment or disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(cm) Liens on assets of Restricted Subsidiaries that are not Guarantors (including Equity Interests owned by such Persons);

(cn) (i) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business, consistent with past practice or consistent with industry norm of the Borrower and/or its Restricted Subsidiaries and (ii) Liens not securing Indebtedness for borrowed money that are granted in the ordinary course of business, consistent with past practice or consistent with industry norm and customary in the operation of the business of the Borrower and its Restricted Subsidiaries;

(co) [reserved];

(cp) [reserved];

(cq) Liens on assets otherwise permitted by the Loan Documents; provided that (i) the aggregate amount of Indebtedness or other obligations then outstanding and secured thereby shall not exceed an amount equal to $25.0 million in the aggregate pursuant to this clause (u) and (ii) to the extent such Liens secure Indebtedness, such Indebtedness is permitted under Section 6.3(b)(xxi);

(cr) (i) Liens on assets securing, or otherwise arising from, judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation not constituting an Event of Default under Section 7.1(a)(6) and (ii) any pledge and/or deposit securing any settlement of litigation;

(cs) (i) leases (including ground leases and leases of vehicles, tankers and ISO containers), licenses, subleases or sublicenses granted to others in the ordinary course of business, consistent with past practice or consistent with industry norm (and other agreements pursuant to which the Borrower or any Restricted Subsidiary has granted rights to end users to access and use the Borrower's or any Restricted Subsidiary's products, technologies or services), or which would not reasonably be expected to result in a Material Adverse Effect, and (ii) ground leases, subleases, licenses or sublicenses in respect of real property on which facilities owned or leased by the Borrower or any of its Restricted Subsidiaries are located;

(ct) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments or any Investment permitted under Section 6.1 arising out of such repurchase transactions and reasonable customary initial deposits and margin deposits and similar Liens attaching to pooling, commodity trading accounts or other brokerage accounts maintained in the ordinary course of business, consistent with past practice or consistent with industry norm and not for speculative purposes;

(cu) Liens securing obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments, in each case, permitted under Section 6.3(b)(v), (vi), (viii), or (xxvii);

(cv) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of any asset in the ordinary course of business, consistent with past practice or consistent with industry norm or (ii) by operation of law under Article 2 of the UCC (or any similar Requirements of Law under any jurisdiction);

(cw) [reserved];

(cx) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(cy) (i) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's accounts payable or other obligations in respect of documentary or trade letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods, (ii) Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments and (iii) receipt of progress payments and advances from customers in the ordinary course of business, consistent with past practice or consistent with industry norm to the extent the same creates a Lien on the related inventory and proceeds thereof;

(cz) Liens securing obligations of the type described in Section 6.3(b)(vii) and/or (xix);

(da) (i) any encumbrance or restriction (including put and call arrangements) with respect to Equity Interests of any joint venture or similar arrangement pursuant to any joint venture or similar agreement and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;

(db) [reserved];

(dc) Liens consisting of the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(dd) Liens disclosed in any mortgage policy or survey with respect to any Material Real Estate Asset and any replacement, extension or renewal thereof;

(de) [reserved];

(df) Liens (i) of a collection bank arising under Section 4-208 or 4-210 of the UCC (or any comparable or successor provision) on the items in the course of collection and (ii) in favor of a banking or other financial institution or electronic payment service provider arising as a matter of law or under general terms and conditions encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking or finance industry;

(dg) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of such Person in the ordinary course of business, consistent with past practice or consistent with industry norm;

(dh) [reserved];

(di) [reserved];

(dj) [reserved];

(dk) [reserved];

(dl) [reserved];

(dm) [reserved];

(dn) Liens with respect to any vessel for maritime torts with respect to damage resulting from allisions, collisions, cargo damage, property damage, conversion (wrongful possession), pollution, personal injury and death, maintenance and cure, and unseaworthiness, in each case, that are covered by insurance (subject to reasonable deductibles); and

(do) Liens incurred in the ordinary course of business of the Borrower or any Restricted Subsidiary arising from vessel chartering, drydocking, maintenance, repair, refurbishment, the furnishing of supplies and bunkers to vessels or masters', officers' or crews' wages and maritime Liens, that, in the case of each of the foregoing, were not incurred or created to secure the payment of Indebtedness and that in the aggregate do not materially adversely affect the value of the properties subject to such Liens or materially impair the use for the purposes of which such properties are held by the Borrower and its Restricted Subsidiaries.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness.

"Person": any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or any other entity.

"PIK Interest": as defined in Section 2.5(e).

"Platform": Debt Domain, Intralinks, SyndTrak, DebtX or a substantially similar electronic transmission system.

"Post-Closing Actions": as defined in Section 5.12.

"Preferred Stock": any Capital Stock with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"Prime Rate": the rate of interest per annum last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Required Lenders) or any similar release by the Federal Reserve Board (as determined by the Required Lenders); and each change in the Prime Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate.

"Principal Office": the Administrative Agent's "Principal Office" as set forth in Section 9.2, or such other office or office of a third party or subagent, as appropriate, as the Administrative Agent may from time to time designate in writing to the Borrower and each Lender.

"Private Side Information": as defined in Section 5.2.

"Pro Rata Share": with respect to any Lender, the percentage of the Commitments represented by such Lender's Commitment at such time. After the funding of the Loans on the Closing Date, "Pro Rata Share" shall be obtained by dividing (a) the Outstanding Amount of such Lender's Loans at such time by (b) the Total Outstandings at such time.

"Property": any right or interest in or to property of any kind whatsoever, whether real or immovable, personal or moveable or mixed and whether tangible or intangible, corporeal or incorporeal, including Equity Interests.

"Public Lenders": Lenders that do not wish to receive Non-Public Information with respect to the Borrower and its Subsidiaries or their securities.

"QFC": has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"Qualified Capital Stock": of any Person means any Equity Interests of such Person that is not Disqualified Stock.

"Recipient": (a) the Administrative Agent, (b) the Collateral Agent or (c) any Lender, as applicable.

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim (excluding the proceeds of business interruption insurance and any proceeds of property or casualty insurance which are paid directly to, or paid upon receipt by the Borrower or its Subsidiaries to, a third-party loss payee (other than the Collateral Agent)) or any condemnation proceeding relating to any asset of Borrower or its Subsidiaries.

"Refinancing Indebtedness": as defined in Section 6.3(b)(xvii).

"Register": as defined in Section 2.4(b).

"Regulated Bank": any insured depository institution that is regulated by foreign, federal or state banking regulators, including the United States Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation or the Board.

"Regulation D": Regulation D of the Board as in effect from time to time.

"Regulation T": Regulation T of the Board as in effect from time to time.

"Related Fund": with respect to any Lender, any fund that (x) invests in commercial loans and (y) is managed or advised by the same investment advisor as such Lender, by such Lender or an affiliate of such Lender.

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Release": any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating of any Hazardous Material in, into, onto or through the Environment, or from, into or through any structure or facility.

"Relevant Governmental Body": the Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board or the Federal Reserve Bank of New York, or any successor thereto.

"Relevant Transaction": as defined in Section 2.10(b)(ii).

"Replacement Lender": as defined in Section 2.19.

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the notice requirement is waived.

"Required Lenders": as of any date of determination, Lenders having more than 50% of the Commitments or Loans or, if the Commitment of each Lender to make Loans has been terminated, Lenders holding in the aggregate more than 50% of the Total Outstandings.

"Requirements of Law": with respect to any Person, collectively, the common law and all federal, state, provincial, territorial, municipal, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any governmental authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Resolution Authority": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer": with respect to any Loan Party, the chief executive officer, president, chief financial officer, vice president, treasurer, assistant treasurer, controller, secretary, assistant secretary, board member or manager of such Loan Party, or any other authorized officer or signatory of such Loan Party reasonably acceptable to the Administrative Agent.

"Restricted Debt Payments": as defined in Section 6.1(a)(iii).

"Restricted Investment": an Investment other than a Permitted Investment.

"Restricted Payments": as defined in Section 6.1(a).

"Restricted Person": any Person that is, or is acting for, on behalf or at the direction of any Person that is (a) the target of any Sanctions, including any Person designated on a list of sanctioned Persons maintained under any Sanctions, (b) located, organized or ordinarily resident in a Sanctioned Country, or (c) 50% or more owned or controlled by any of the Person(s) described in clause (a)-(b) to the extent the owned and/or controlled Person would itself be subject to the same Sanctions as the Person(s) described in clause (a)-(b).

"Restricted Subsidiary": at any time, with respect to any Person, any direct or indirect Subsidiary of such Person (including any Foreign Subsidiary) that is not then an Unrestricted Subsidiary. Upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be a "Restricted Subsidiary." Unless the context otherwise requires, any references to Restricted Subsidiary refer to a Restricted Subsidiary of the Borrower.

"Restructuring Support Agreement": as defined in the recitals.

"Return": with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a disposition or otherwise) and any other similar amount received or realized in respect thereof.

"S&P": S&P Global Ratings, a division of S&P Global Inc., or any of its successors or assigns that is a nationally recognized statistical rating organization within the meaning of Rule 3(a)(62) under the Exchange Act.

"Sanctioned Country": a country, region, or territory that is the subject of comprehensive Sanctions (at the time of this Agreement), the Crimea region of Ukraine, the non-government

controlled Zaporizhzhia and Kherson regions of Ukraine, Cuba, Iran, North Korea, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine.

"Sanctions": economic, financial or trade sanctions administered or enforced by the United States, United Nations Security Council, United Kingdom or the European Union.

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Secured Indebtedness": any Indebtedness secured by a Lien.

"Secured Parties": a collective reference to the Administrative Agent, the Collateral Agent and the Lenders.

"Securities Act": the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement": that certain Pledge and Security Agreement, dated as of the Closing Date, among the Borrower, the Guarantors and the Collateral Agent.

"Security Documents": the Security Agreement, the Mortgages, the Ship Mortgages, the Control Agreements and any other security agreements relating to the Collateral securing the Obligations and the mortgages and instruments filed and recorded in appropriate jurisdictions to preserve and protect the Liens on the Collateral securing the Obligations (including financing statements under the Uniform Commercial Code of the relevant states), each for the benefit of the Collateral Agent.

"Ship Mortgage": any mortgage, deed of trust or other similar agreement made by a Loan Party in favor of the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties, on any tanker or other marine vessel constituting Collateral, which shall be in form reasonably satisfactory to the Collateral Agent and the Borrower.

"Similar Business": any business conducted, engaged in or proposed to be conducted by the Borrower or any of its Subsidiaries on the Closing Date or any business that is similar, incidental, complementary, ancillary, supportive, synergetic or reasonably related businesses or reasonable extensions thereof (and non-core incidental businesses acquired in connection with any acquisition or Investment or other immaterial businesses).

"SOFR": with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website at approximately 2:30 p.m. (New York City time) on the immediately succeeding Business Day.

"SOFR Administrator": the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website": the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Borrowing": as to any Borrowing, the SOFR Loans comprising such Borrowing.

"SOFR Loan" a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of "Base Rate."

"SPC": as defined in Section 9.6(o).

"Specified Non-Guarantor": any Restricted Subsidiary that is not a Guarantor.

"Specified Subsidiary": any Immaterial Subsidiary (a) whose Indebtedness is (i) guaranteed by any Loan Party or (ii) secured by a Lien on any assets of a Loan Party or (b) which guarantees the Indebtedness of any Loan Party.

"Subordinated Indebtedness": (a) with respect to the Borrower, any Indebtedness of the Borrower which is by its terms subordinated in right of payment to the Obligations, and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to the Guarantee of such Guarantor.

"Subsidiary": with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and

(2) any partnership, joint venture, limited liability company or similar entity of which

(a) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(b) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

For the avoidance of doubt, any entity that is owned at a 50.0% or less level (as described above) shall not be a "Subsidiary" for any purpose under the Loan Documents, regardless of whether such entity is consolidated on the Borrower's or any of its Restricted Subsidiaries' financial statements. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Successor Guarantor": as defined in Section 6.9(b)(i).

"Supported QFC": as defined in Section 9.29.

"Taxes": all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan Facility": as defined in the recitals.

"Term Loans": the term loans deemed made by the Lenders to the Borrower on the Closing Date pursuant to Section 2.1(a).

"Term SOFR":

(c) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(d) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Administrator": CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent (acting at the direction of the Required Lenders in their reasonable discretion)).

"Term SOFR Reference Rate": the forward-looking term rate based on SOFR.

"Terminated Lender": as defined in Section 2.19.

"Termination Conditions": collectively, (a) the payment in full in cash of the Obligations (other than Unasserted Contingent Obligations) and (b) the expiration or termination of the Commitments. Notwithstanding anything herein to the contrary, the Termination Conditions shall be deemed satisfied upon the consummation of a Permitted Discharge.

"Test Period": for any date of determination under this Agreement, the period of four consecutive fiscal quarters then most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.1.

"Total Outstandings": the aggregate Outstanding Amount of all Loans of all Lenders.

"Trade Secrets": any trade secrets or other proprietary and confidential information, including unpatented inventions, invention disclosures, engineering or other technical data, financial data, procedures, know-how, designs, personal information, supplier lists, customer lists, business, production or marketing plans, formulae, methods (whether or not patentable),

processes, compositions, schematics, ideas, algorithms, techniques, analyses, proposals, software (to the extent not a copyright) and data collections.

"Transaction Costs": fees, premiums, expenses, closing payments and other similar transaction costs (including original issue discount or upfront fees) payable or otherwise borne by the Borrower and/or its Subsidiaries in connection with the Transactions.

"Transactions": collectively, any or all of the following: (i) the entry into this Agreement and the other Loan Documents and the incurrence of Indebtedness hereunder by the Borrower, (ii) the entry into and consummation of the transactions contemplated by the Restructuring Support Agreement, including the extinguishment of outstanding obligations in accordance with the terms of the Restructuring Support Agreement, and (iii) all other transactions relating to any of the foregoing (including payment of Transaction Costs).

"Transferee": as defined in Section 9.14.

"Type": when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to Term SOFR or the Base Rate.

"UK Financial Institution": any BRRD Undertaking (as such term is defined under the Prudential Regulation Authority Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the Financial Conduct Authority Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority": the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement": the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unasserted Contingent Obligations": at any time, Obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities (excluding Obligations in respect of the principal of, and interest and premium (if any) on, any Obligation) in respect of which no assertion of liability and no claim or demand for payment has been made (and, in the case of Obligations for indemnification, no notice for indemnification has been issued by the indemnitee at such time).

"Uniform Commercial Code" or "UCC": the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

"Unrestricted Subsidiary":

(1) any Subsidiary of the Borrower which at the time of determination is an Unrestricted Subsidiary (as designated by the Borrower, as provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Borrower may designate (or redesignate) any Subsidiary of the Borrower (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that:

(a) immediately after giving effect to such designation, no Event of Default shall have occurred and be continuing (including after giving effect to the reclassification of Investments in, Indebtedness of and Liens on the assets of, the applicable Restricted Subsidiary or Unrestricted Subsidiary); and

(b) as of the date of the designation thereof, no Unrestricted Subsidiary shall own any Capital Stock in any Restricted Subsidiary of the Borrower or hold any Indebtedness of or any Lien on any property of the Borrower or any Restricted Subsidiary.

The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower (or its applicable Restricted Subsidiary) therein at the date of designation in an amount equal to the portion of the Fair Market Value of the net assets of such Subsidiary attributable to the Borrower's (or its applicable Restricted Subsidiary's) equity interest therein as reasonably determined by the Borrower in good faith (and such designation shall only be permitted to the extent such Investment is permitted under Section 6.1). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) the making, incurrence or granting, as applicable, at the time of designation of any then-existing Investment, Indebtedness or Lien of such Restricted Subsidiary, as applicable and (ii) a Return on any Investment by the Borrower in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of the Borrower's or its Restricted Subsidiary's Investment in such Subsidiary.

Any such designation by the Borrower shall be notified by the Borrower to the Administrative Agent by promptly providing an Officer's Certificate certifying that such designation complied with the foregoing provisions. It is acknowledged that, as of the Closing Date, no Subsidiary has been designated or otherwise constitutes an Unrestricted Subsidiary.

"U.S. Government Securities Business Day": any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Tax Compliance Certificate": as defined in Section 2.17(g)(ii).

"Voting Stock": of any Person, as of any date, means shares of such Person's Capital Stock that are at the time generally entitled, without regard to contingencies, to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity": when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment (it being understood that the Weighted Average Life to Maturity shall be determined without giving effect to any change in installment or other required payments of principal resulting from prepayments following the incurrence of such Indebtedness); by (b) the then outstanding principal amount of such Indebtedness, Disqualified Stock or Preferred Stock.

"Wholly-Owned Restricted Subsidiary": any Wholly-Owned Subsidiary that is a Restricted Subsidiary.

"Wholly-Owned Subsidiary": of any Person means a Subsidiary of such Person, 100.0% of the outstanding Capital Stock of which (other than directors' qualifying shares and/or shares

required by Requirements of Law to be owned by a resident of the relevant jurisdiction) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

2. Other Definitional Provisions; Rules of Construction.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Provisions apply to successive events and transactions.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms; "or" is not exclusive.

(d) As used herein and in the other Loan Documents, references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, restatements, replacements, refinancings, supplements or other modifications set forth herein or in any other Loan Document). Any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law shall, unless otherwise specified, refer to such Law as amended, supplemented or otherwise modified from time to time.

(e) The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(f) Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns.

(g) Unless otherwise specifically indicated, the term "consolidated" with respect to any Person refers to such Person on a consolidated basis in accordance with GAAP, but excluding from such consolidation any Unrestricted Subsidiary of such Person as if such Unrestricted Subsidiary were not an Affiliate of such Person.

(h) The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (a) the continuation, administration, submission, performance, calculation or any other matter related to any interest rate used in this Agreement or any component definition thereof or rates referred to in the definition thereof or with respect to any alternative or successor rate thereto or replacement rate thereof, including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in or rate referred to in this Agreement or any alternative or successor rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Loan Parties. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and, without limiting the express terms hereof, shall have no liability to any Loan Party, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (where in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) made by any such information source or service. Under no circumstances will the Administrative Agent be responsible for selecting or determining any Benchmark Replacement (or any Benchmark Replacement Adjustment) or any Benchmark Replacement Conforming Changes if Term SOFR or any other Benchmark will no longer be available past the Benchmark Replacement Date. In the case of a Benchmark Transition Event, the Required Lenders will select the Benchmark Replacement and any Benchmark Replacement Adjustment in consultation with the Borrower prior to the Benchmark Replacement Date and in consultation with the Administrative Agent, ensuring that the Administrative Agent will be able to meet its obligations and requirements under this Agreement with respect to the Benchmark Replacement replacing the applicable Benchmark. Neither the Administrative Agent nor the Collateral Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement or any other Loan Document as a result of the unavailability of any Benchmark, including as a result of any inability, delay, error or inaccuracy on the part of any other party, including, without limitation, the Required Lenders or the Loan Parties, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties. No such replacement (including any Benchmark Replacement Conforming Changes to any Loan Document) shall affect the Administrative Agent's own rights, duties or immunities under the Loan Documents or otherwise.

3. Accounting Terms and Principles.

(a) Generally. Except as otherwise specifically provided in this Agreement, all accounting or financial terms not specifically or completely defined herein shall be construed in conformity with, and all computations and determinations as to accounting or financial matters and all financial statements and other financial data (including financial calculations, and principles of consolidation, where appropriate) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, as in effect from time to time, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent (acting at the

direction of the Required Lenders) and the Borrower shall negotiate in good faith to amend such requirement to preserve the original intent thereof in light of such change in GAAP; provided that, until so amended, (i) such requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such requirement made before and after giving effect to such change in GAAP.

4. Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period" and in the definition of "Maturity Date") or performance shall extend to the immediately succeeding Business Day.

5. Currency Equivalents Generally.

(a) For purposes of determining compliance with Sections 6.1, 6.3 and 6.6 with respect to any amount of Indebtedness or Investment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Indebtedness or Investment is incurred (so long as such Indebtedness or Investment, at the time incurred, made or acquired, was permitted hereunder).

(b) For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determination of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in Dollars, any requisite currency translation shall be based on the exchange rate in effect on the Business Day immediately preceding the date of such transaction or determination and shall not be affected by subsequent fluctuations in exchange rates.

6. Limited Condition Asset Sales.

(a) In connection with any action being taken solely in connection with a Limited Condition Asset Sale, for purposes of:

(i) determining whether a Default or Event of Default shall have occurred and be continuing (or any subset of Defaults or Events of Default); or

(ii) testing availability under baskets or financial metrics under this Agreement (including those measured as a percentage of Consolidated Total Assets);

in each case, at the option of the Borrower, any of its Restricted Subsidiaries or any successor entity of any of the foregoing (including a third party) (the "Testing Party," and the election to exercise such option in connection with any Limited Condition Asset Sale, an "LCA Election"), with such option to be exercised on or prior to the date of execution of the definitive agreements, submission of notice or the making of a definitive declaration, as applicable, with respect to such Limited Condition Asset Sale, the date of determination of whether any such action is permitted under this Agreement, shall be deemed to be (a) the date the definitive agreements (or, if applicable, a binding offer or launch of a "certain funds" tender offer), notice (which may be conditional) or declaration with respect to such Limited Condition Asset Sale are entered into, provided or made, as applicable, or the date that an Officer's Certificate is given with respect to the designation of a Subsidiary as restricted or unrestricted, or (b) with respect to sales in

connection with an acquisition to which the United Kingdom City Code on Takeovers and Mergers applies (or similar law or practice in other jurisdictions), the date on which a "Rule 2.7 announcement" of a firm intent to make an offer or similar announcement or determination in another jurisdiction subject to laws similar to the United Kingdom City Code on Takeovers and Mergers (as applicable, the "LCA Test Date") is made, and if, after giving pro forma effect to the Limited Condition Asset Sale and the other transactions to be entered into in connection therewith as if they had occurred at the beginning of the most recent Test Period ending prior to the LCA Test Date, the Borrower could have taken such action on the relevant LCA Test Date in compliance with such basket or financial metric, such basket or financial metric shall be deemed to have been complied with.

(b) For the avoidance of doubt, if the Testing Party has made an LCA Election and any of the baskets or financial metrics for which compliance was determined or tested as of the LCA Test Date are exceeded or not complied with as a result of fluctuations in any such basket or financial metrics the target company or the Person subject to such Limited Condition Asset Sale, at or prior to the consummation of the relevant transaction or action, such baskets or financial metrics will not be deemed to have been exceeded as a result of such fluctuations and such baskets or financial metrics shall not be tested at the consummation of the Limited Condition Asset Sale except as contemplated in clause (a) of the immediately succeeding proviso; provided, however, that (a) if financial statements for one or more subsequent fiscal quarters shall have become available, the Testing Party may elect, in its sole discretion, to redetermine all such baskets and financial metrics on the basis of such financial statements, in which case such date of redetermination shall thereafter be deemed to be the applicable LCA Test Date and (b) if any financial metrics improve or baskets increase as a result of such fluctuations, such improved financial metrics or baskets may be utilized. If the Testing Party has made an LCA Election for any Limited Condition Asset Sale, then, in connection with any subsequent calculation of the baskets or financial metrics on or following the relevant LCA Test Date and prior to the earlier of (i) the date on which such Limited Condition Asset Sale is consummated or (ii) the date that the definitive agreement, notice or declaration for such Limited Condition Asset Sale is abandoned, terminated or expires without consummation of such Limited Condition Asset Sale, any such basket or financial metric shall be calculated on a pro forma basis assuming such Limited Condition Asset Sale and other transactions in connection therewith (including any incurrence of Indebtedness or Liens and the use of proceeds thereof) have been consummated. For the avoidance of doubt, if the Testing Party has exercised its option pursuant to the foregoing and any Default or Event of Default occurs following the LCA Test Date (including any new LCA Test Date) for the applicable Limited Condition Asset Sale and prior to or on the date of the consummation of such Limited Condition Asset Sale, any such Default or Event of Default shall be deemed not to have occurred or be continuing for purposes of determining whether any action being taken in connection with such Limited Condition Asset Sale is permitted under this Agreement.

7. Certain Compliance Determinations.

(a) For purposes of determining compliance at any time with Sections 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 and the definition of "Permitted Investments," in the event that any Indebtedness, Permitted Lien, Restricted Payment, Permitted Investment, disposition or Affiliate Transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to Section 6.3, any clause of the definition of "Permitted Liens," or any clause of Section 6.1(b), any clause of Section 6.2(b), any clause of the definition of "Permitted Investment," any clause of the definition of "Asset Sale" and any dispositions constituting exceptions thereto and any clause under Section 6.5, the Borrower, in its sole discretion, may, from time to time, classify or reclassify such transaction or item (or portion thereof) and will

only be required to include the amount and type of such transaction (or portion thereof) in any one category. It is understood and agreed that any Indebtedness, Permitted Lien, Restricted Payment, Permitted Investment, disposition and/or Affiliate Transaction need not be permitted solely by reference to one category of permitted Indebtedness, Permitted Lien, Restricted Payment, Permitted Investment, disposition and/or Affiliate Transaction under such sections, respectively, but may instead be permitted in part under any combination thereof.

(b) Notwithstanding anything in this Agreement to the contrary, so long as an action was taken (or not taken) in reliance upon a basket, ratio or test under this Agreement that was calculated or determined in good faith by a responsible financial or accounting officer of the Borrower based upon financial information available to such officer at such time and such action (or inaction) was permitted under this Agreement at the time of such calculation or determination, any subsequent restatement, modification or adjustments made to such financial information (including any restatement, modification or adjustment that would have caused such basket, ratio or test to be exceeded as a result of such action or inaction) shall not result in any Default or Event of Default under this Agreement.

(c) For purposes of any determination under this Agreement with respect to the amount of any Indebtedness, Lien, Restricted Payment, Investment, Asset Sale, Affiliate Transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement (any of the foregoing, a "specified transaction") requiring the use of a current exchange rate, (i) the equivalent amount in U.S. dollars of a specified transaction in a currency other than U.S. dollars shall be calculated based on the relevant exchange rate, as may be determined by the Borrower in good faith, for such foreign currency (the "Exchange Rate") on the date of such determination (which, in the case of any Restricted Payment, shall be deemed to be the date of the declaration thereof and, in the case of the incurrence of Indebtedness, shall be deemed to be on the date first committed); provided, that if any Indebtedness is incurred (and, if applicable, associated Lien granted) to refinance or replace other Indebtedness denominated in a currency other than U.S. dollars, and the relevant refinancing or replacement would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency Exchange Rate in effect on the date of such refinancing or replacement, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing or replacement Indebtedness (and, if applicable, associated Lien granted) does not exceed an amount sufficient to repay the principal amount of the Refinanced Indebtedness, except by an amount equal to (x) unpaid accrued interest and premiums (including premiums) thereon *plus* other reasonable and customary fees and expenses (including upfront fees and original issue discount) incurred in connection with such refinancing or replacement, (y) any existing unutilized commitments and letters of credit undrawn thereunder and (z) additional amounts permitted to be incurred under Section 6.3 and (ii) for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred solely as a result of a change in the Exchange Rate occurring after the time of any specified transaction so long as such specified transaction was permitted at the time incurred, made, acquired, committed, entered or declared as set forth in clause (i).

8. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Section 2. LOANS

1. Loans.

(a) Loan Commitments. Subject to the terms and conditions hereof, each Lender party hereto on the Closing Date severally agrees to be deemed to have made Loans to the Borrower in a single borrowing on the Closing Date, in an aggregate amount equal to the amount of such Lender's Commitment at such time as set forth opposite such Lender's name in Schedule 1.1A under the heading "Term Loan Commitment." All Loans shall be denominated in Dollars. Each Lender's Commitment shall automatically be reduced by the amount of each Loan deemed to have been made by such Lender, such reduction to be effective immediately following the deemed funding of such Loan by such Lender. Any undrawn Commitments shall be reduced to $0 immediately following the deemed funding of the Loans on the Closing Date. The Loans are not revolving in nature, and amounts deemed borrowed under this Section 2.1 and repaid may not be reborrowed. The Loans may be SOFR Loans or Base Rate Loans, as provided herein.

(b) Borrowing Mechanics for Loans.

(i) The Borrower shall deliver to the Administrative Agent a fully executed Funding Notice for all Loans to be deemed made no later than 12:00 p.m. (noon) (New York City time) (x) on the Business Day prior to the date of the proposed Borrowing with respect to Base Rate Loans and (y) three Business Days prior to the date of the proposed Borrowing with respect to SOFR Loans (or such later time as may be acceptable to the Administrative Agent and the Required Lenders). Promptly upon receipt by the Administrative Agent of such Funding Notice, the Administrative Agent shall notify each Lender of the proposed borrowing. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Base Rate Borrowing. If no Interest Period is specified with respect to any requested SOFR Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(ii) For the avoidance of doubt, the Loans shall be deemed funded on the Closing Date through a cashless exchange or rollover of the existing Indebtedness under the Existing Revolving Credit Agreement, the Existing Term Loan A Credit Agreement, and the Existing Term Loan B Credit Agreement (each as defined in the Restructuring Support Agreement) in accordance with this Agreement.

(iii) At the commencement of each Interest Period for any Borrowing of SOFR Loans, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $1,000,000; provided that a Borrowing of SOFR Loans that results from a continuation of an outstanding Borrowing of SOFR Loans may be in an aggregate amount that is equal to such outstanding Borrowing. At the time that each Borrowing of Base Rate Loans is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $1,000,000.

2. Pro Rata Shares; Availability of Funds.

(a) Pro Rata Shares. All Loans shall be deemed made by Lenders simultaneously and proportionately to their respective Pro Rata Shares, it being understood that no Lender shall be responsible for any default by any other Lender in such other Lender's obligation to make a Loan requested hereunder or purchase a participation required hereby nor shall any Commitment of any Lender be increased or decreased as a result of a default by any other Lender in such other Lender's obligation to make a Loan requested hereunder or purchase a participation required hereby.

(b) Availability of Funds. Unless the Administrative Agent shall have been notified by any Lender prior to the date of any Borrowing that such Lender does not intend to make available to the Administrative Agent the amount of such Lender's share of the Borrowing, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date and the Administrative Agent may, in its sole discretion, but shall not be obligated to, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender, together with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date such amount is paid to the Administrative Agent, at the customary rate set by the Administrative Agent for the correction of errors among banks for three Business Days and thereafter at the Base Rate. If such corresponding amount is not in fact made available to the Administrative Agent forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower and the Borrower shall immediately pay such corresponding amount to the Administrative Agent together with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date such amount is paid to the Administrative Agent, at the rate payable hereunder for Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such duplicative interest paid by the Borrower for such period. Nothing in this Section 2.2(b) shall be deemed to relieve any Lender from its obligation to fulfill its Commitments hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder.

3. Repayment of Term Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders on the Maturity Date for any Class of Term Loans, the aggregate principal amount of all Term Loans of such Class outstanding on such date. To the extent not previously paid, all Loans shall be due and payable on the Maturity Date.

4. Evidence of Debt; Register; Lenders' Books and Records; Loan Notes.

(a) Lenders' Evidence of Debt. Each Lender shall maintain on its internal records an account or accounts evidencing the Borrower Obligations to such Lender, including the amounts of the Loans made by it and each repayment and prepayment in respect thereof. Any such recordation shall be conclusive and binding on the Borrower and each other Loan Party, absent manifest error; provided that the failure to make any such recordation, or any error in such recordation, shall not affect the Borrower Obligations in respect of any Loans; and provided further, in the event of any inconsistency between the Register and any Lender's records, the recordation in the Register shall govern.

(b) Register. The Administrative Agent (or its agent or sub-agent appointed by it), acting solely as a non-fiduciary agent of the Borrower for purposes of maintaining the Register (as defined below), shall maintain at its Principal Office (which Principal Office shall be in the United States) a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of Lenders (and each assignee thereof) and the Commitments and Loans (and related stated interest amounts) of each Lender from time to time (the "Register"). The Register shall be available for inspection by the Borrower or any Lender (provided that any such Lender may only inspect any entry relating to such Lender's Commitments and Loans) at any reasonable time and from time to time upon reasonable prior notice. The Administrative Agent shall record, or shall cause to be recorded, in the Register the Commitments and the Loans (and related interest amounts), as well as any assignments thereof, in accordance with the provisions of Section 9.6, and each repayment or prepayment in respect of the principal amount (and related interest amounts) of the Loans, and any such recordation shall

be conclusive and binding on the Borrower, each other Loan Party and each Lender, absent manifest error. The parties hereto shall treat each Person listed in the Register as the owner of the applicable Loan, notwithstanding notice to the contrary. This Section 2.4(b) is intended to establish a "book-entry system" within the meaning of United States Treasury Regulations Section 5f.103-1(c)(1)(ii) and shall be interpreted consistently with such intent.

(c) Loan Notes. If so requested by any Lender by written notice to the Borrower at least two Business Days prior to the Closing Date, or at any time thereafter, the Borrower shall execute and deliver to such Lender (and/or, if applicable and if so specified in such notice, to any Person who is an Assignee of such Lender pursuant to Section 9.6) on the Closing Date (or, if such notice is delivered after the Closing Date, promptly after the Borrower's receipt of such notice) a Loan Note to evidence such Lender's Loans provided that the delivery of such Loan Notes shall not be a condition to closing on the Closing Date.

5. Interest on Loans.

(a) Except as otherwise set forth herein, each Loan shall bear interest on the unpaid principal amount thereof from the date made available to the Borrower through repayment (whether by acceleration or otherwise) thereof as follows:

(i) if a Base Rate Loan, at the Base Rate *plus* the Applicable Margin; or

(ii) if a SOFR Loan, at the Term SOFR *plus* the Applicable Margin.

(b) The basis for determining the rate of interest with respect to any Loan, and the Interest Period with respect to any SOFR Loan, shall be selected by the Borrower and notified to the Administrative Agent and Lenders pursuant to the applicable Funding Notice or Conversion/Continuation Notice, as the case may be.

(c) In connection with SOFR Loans there shall be no more than ten (10) Interest Periods outstanding at any time. In the event the Borrower fails to specify between a Base Rate Loan or a SOFR Loan in the applicable Funding Notice or Conversion/Continuation Notice, such Loan (if outstanding as a SOFR Loan) will be automatically converted into a Base Rate Loan on the last day of the then current Interest Period for such Loan (or if outstanding as a Base Rate Loan will remain as, or (if not then outstanding) will be made as, a Base Rate Loan). In the event the Borrower fails to specify an Interest Period for any SOFR Loan in the applicable Funding Notice or Conversion/Continuation Notice, the Borrower shall be deemed to have selected an Interest Period of one month. As soon as practicable after 10:00 a.m. (New York City time) on each Periodic Term SOFR Determination Day, the Administrative Agent shall determine (which determination shall, absent manifest error, be final, conclusive and binding upon all parties) the interest rate that shall apply to the SOFR Loans for which an interest rate is then being determined for the applicable Interest Period and shall promptly give notice thereof (in writing) to the Borrower and each Lender.

(d) Interest payable pursuant to clause (a) shall be computed (i) in the case of Base Rate Loans on the basis of a 365-day or 366-day year, as the case may be, and (ii) in the case of SOFR Loans, on the basis of a 360-day year, in each case for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan or the first day of an Interest Period applicable to such Loan or the last Interest Payment Date with respect to such Loan or, with respect to a Base Rate Loan being converted from a SOFR Loan, the date of conversion of such SOFR Loan to such Base Rate Loan, as the case may be, shall be included, and the date of payment of such Loan or the expiration date of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan

being converted to a SOFR Loan, the date of conversion of such Base Rate Loan to such SOFR Loan, as the case may be, shall be excluded; provided, if a Loan is repaid on the same day on which it is made, one day's interest shall be paid on that Loan.

(e) Except as otherwise set forth herein, interest on each Loan shall be paid in kind and added to the outstanding principal amount of the Loans and attributable to the applicable rate of interest in accordance with Section 2.5(a) ("PIK Interest"). From and after each Interest Payment Date, the outstanding principal amount of the Loans shall without further action by any party hereto be increased by the aggregate amount of PIK Interest so capitalized and added to such Loans, whereupon such PIK Interest so capitalized and added shall also accrue interest in accordance with the terms of this Section 2.5.

(f) At the option of the Borrower, the Borrower may elect that all or a portion of the interest otherwise paid in kind be payable in cash in arrears and accrue on a daily basis on each Interest Payment Date with respect to interest accrued on and to each such payment date Any such election shall be made by written notice to the Administrative Agent not later than five (5) Business Days prior to the applicable Interest Payment Date. For the avoidance of doubt and notwithstanding the foregoing and clause (e) above, with respect to any prepayment of any Loan, all accrued interest on the amount being prepaid shall be paid in cash on the date of such prepayment.

(g) In connection with the use or administration of Term SOFR, the Administrative Agent (acting at the direction of the Required Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time in consultation with the Borrower (provided that, any such consultation shall not be required with respect to any determination by the Administrative Agent as to whether any market practice or convention is administratively feasible) and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent (acting at the direction of the Required Lenders) will promptly notify the Borrower and the Lenders of the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use or administration of Term SOFR.

6. Conversion/Continuation.

(a) Subject to Section 2.15 and so long as no Default or Event of Default shall have occurred and then be continuing, the Borrower shall have the option:

(i) to convert at any time all or any part of any Loan (in an amount permitted by Section 2.1(b)(iii)) from one Type of Loan to another Type of Loan; provided, a SOFR Loan may only be converted on the expiration of the Interest Period applicable to such SOFR Loan unless the Borrower shall pay all amounts due under Section 2.15 in connection with any such conversion; or

(ii) upon the expiration of any Interest Period applicable to any SOFR Loan, to continue all or any portion of such Loan (in an amount permitted by Section 2.1(b)(iii)) as a SOFR Loan.

(b) Subject to clause (c) below, the Borrower shall deliver a Conversion/Continuation Notice to the Administrative Agent no later than 2:00 p.m. (New York City time) at least one Business Day in advance of the proposed conversion date (in the case of a conversion to a Base Rate Loan) and at least three Business Days in advance of the proposed conversion/continuation date (in the case of a conversion to, or a continuation of, a SOFR Loan). Except as

otherwise provided herein, a Conversion/Continuation Notice for conversion to, or continuation of, any SOFR Loans shall be irrevocable on and after the related Periodic Term SOFR Determination Day, and the Borrower shall be bound to effect a conversion or continuation in accordance therewith. If on any day a Loan is outstanding with respect to which a Funding Notice or Conversion/Continuation Notice has not been delivered to the Administrative Agent in accordance with the terms hereof specifying the applicable basis for determining the rate of interest, then for that day such Loan shall be a Base Rate Loan.

(c) Any Conversion/Continuation Notice shall be executed by a Responsible Officer of the Borrower in a writing delivered to the Administrative Agent.

7. [Reserved]

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8. Fees.

The Borrower agrees to pay to the Administrative Agent, for its own account, fees in the amounts and at the times set forth in the Agent Fee Letter.

9. [Reserved]

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10. Voluntary and Mandatory Prepayments.

(a) Voluntary Prepayments.

(i) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section 2.10. Voluntary prepayments of any Class of Term Loans permitted pursuant to this Section 2.10(a)(i) shall be applied to the remaining scheduled installments of principal thereof pursuant to Section 2.3 in a manner determined at the discretion of the Borrower and specified in the notice of prepayment (and absent such direction, in direct order of maturity).

Notwithstanding the foregoing, in the event that the Borrower voluntarily prepays any Term Loans pursuant to this Section 2.10(a), the Borrower shall pay to the Administrative Agent, at the time of such voluntary prepayment for the ratable account of each of the applicable Lenders, (I) at any time prior to the first anniversary of the Closing Date, a prepayment premium in an amount equal to 0.00% of the principal amount so prepaid (II) at any time from and after the first anniversary of the Closing Date and prior to the second anniversary of the Closing Date, a prepayment premium in the amount equal to 0.00% of the principal amount so prepaid and (III) at any time from and after the second anniversary of the Closing Date and prior to the third anniversary of the Closing Date, a prepayment premium in the amount equal to 3.00% of the principal amount so prepaid. Such amounts shall be due and payable on the date of effectiveness of such prepayment.

(ii) Notwithstanding anything in any Loan Document to the contrary, so long as no Event of Default has occurred and is continuing, the Borrower may prepay any Class of outstanding Term Loans at any time on at least three (3) Business Days'

prior written notice by Borrower to the Administrative Agent; provided that any such prepayments or reductions shall be in a minimum principal amount of $1,000,000 or a whole multiple thereof. Any voluntary prepayment must be accompanied by the payment of any Term SOFR funding breakage costs, as applicable, in accordance with Section 2.15(c) and the fee payable in accordance with Section 2.10(a)(ii), if any. Each notice of partial prepayment shall designate the Loans or other Obligations hereunder to which such prepayment is to be applied, and any notice delivered pursuant to this Section 2.10 may be conditioned on the occurrence of one or more events described in the applicable notice. If no direction is given as to the application of prepayments in respect of the Term Loans, such prepayments shall be applied in direct order of maturity.

(b) Mandatory.

(i) [Reserved].

(ii) Subject to clause (vi) below, if (x) the Borrower or any of its Subsidiaries consummates an Asset Sale or (y) any Recovery Event occurs, and the transactions described in the foregoing clauses (x) or (y) result in the receipt by the Borrower and its Subsidiaries of Net Proceeds (any such transaction or series of related transactions being a "Relevant Transaction"), the Borrower shall give written notice to the Administrative Agent thereof promptly after the date of receipt of such Net Proceeds and the Borrower shall, prepay an aggregate principal amount of Term Loans in an amount equal to such Net Proceeds received from such Relevant Transaction within five (5) Business Days of receipt thereof by the Borrower or such Subsidiary;

provided that, notwithstanding anything to the contrary herein, the Net Proceeds of any Asset Sale or Recovery Event shall be applied by the Borrower first to prepay in full (x) all obligations owing by any Loan Party in respect of permitted management services and payment of costs and expenses provided by the New CoreCo Loan Parties and (y) cash payments in respect of awards under the FLNG 2 MIP, and any remaining Net Proceeds shall be applied in accordance with this clause (ii).

(iii) [Reserved].

(iv) Each prepayment of Term Loans pursuant to Section 2.10(a)(ii) (A) shall be applied either (x) ratably to each Class of Term Loans then outstanding or (y) as requested by the Borrower in the notice delivered pursuant to clause (v) below, to any Class or Classes of Term Loans with a Maturity Date preceding the Maturity Date of the other Classes of Term Loans then outstanding, (B) shall be applied, with respect to each such Class for which prepayments will be made, in a manner determined at the discretion of the Borrower in the applicable notice and, if not specified, in direct order of maturity to repayments thereof required pursuant to Section 2.3 and (C) shall be paid to the Appropriate Lenders in accordance with their respective pro rata share (or other applicable share provided by this Agreement) of each such Class of Term Loans, subject to clause (v) of this Section 2.10(b).

(v) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made by the Borrower pursuant to clauses (i) through (iv) of this Section 2.10(b) at least five (5) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the aggregate amount of such prepayment to be made by the Borrower. The Administrative Agent will promptly notify

each Appropriate Lender of the contents of the Borrower's prepayment notice and of such Appropriate Lender's Pro Rata Share of the prepayment. Each Lender holding Term Loans may reject all or a portion of its Pro Rata Share of any mandatory prepayment (such declined amounts, the "Declined Proceeds") of Term Loans required to be made by providing written notice (each, a "Rejection Notice") to the Administrative Agent and the Borrower no later than 5:00 p.m.(New York City time) one (1) Business Day prior to the date of such prepayment. Each Rejection Notice from a given Lender shall specify the principal amount of the mandatory repayment of Term Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Term Loans. Any Declined Proceeds shall be retained by the Borrower.

(vi) Foreign Dispositions. Notwithstanding any other provisions of this Section 2.10, (i) to the extent that any of or all the Net Proceeds of any Disposition by a Foreign Subsidiary ("Foreign Disposition"), the Net Proceeds of any Recovery Event from a Foreign Subsidiary (a "Foreign Recovery Event") would be (x) prohibited or delayed by applicable local law from being repatriated to the United States or (y) restricted by applicable material constituent documents, solely as a result of minority ownership and so long as such restrictions were not implemented for the purpose of avoiding such mandatory prepayment requirements, an amount equal to the Net Proceeds that would be so affected were a Borrower or a Restricted Subsidiary to attempt to repatriate such cash will not be required to be applied to repay Term Loans at the times provided in this Section 2.10(b) but shall be placed in a Deposit Account subject to a Control Agreement and segregated from other funds of such Foreign Subsidiary and may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law or applicable material constituent documents (solely as a result of minority ownership) would not permit repatriation to the United States and, if within one year following the date on which the respective prepayment would otherwise have been required such repatriation of any of such affected Net Proceeds is permissible under the applicable local law documents or applicable material constituent documents (solely as a result of minority ownership), even if such cash is not actually repatriated at such time, an amount equal to the amount of the Net Proceeds, as applicable, will be promptly (and in any event not later than five Business Days) applied (net of an amount equal to the additional taxes of the Borrower, the Subsidiaries and the direct and indirect holders of Equity Interests in the Borrower that would be payable or reserved against and any additional costs that would be incurred as a result of a repatriation, whether or not a repatriation actually occurs) by the Borrower or the Restricted Subsidiaries to the repayment of the Term Loans pursuant to this Section 2.10(b) to the extent provided herein and (ii) to the extent that a Borrower has determined in good faith that repatriation of any of or all the Net Proceeds of any Foreign Disposition or any Foreign Recovery Event attributable to Foreign Subsidiaries would have material adverse Tax consequences to Borrower or any of its Affiliates, such Net Proceeds so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.10(b); provided that the Borrower will use commercially reasonable efforts to eliminate or reduce any such material adverse Tax consequences to enable such repayment to be made.

(c) Prepayment Procedures. Prior to any optional or mandatory prepayment of Borrowings under this Section, the Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment delivered pursuant to the following sentence. All such voluntary or mandatory prepayments shall be made (i) upon written notice on the Business Day prior to the date of prepayment, in the case of Base Rate Loans (ii) upon not less than three Business Days' prior written notice in the case of SOFR

Loans and (iii) upon written notice in accordance with Section 2.10(b)(v), in the case of a mandatory prepayment pursuant to clauses (i) through (iv) of Section 2.10(b), in each case of (i), (ii) and (iii), given to the Administrative Agent by 1:00 p.m. (New York City time) on the date required (and the Administrative Agent will promptly advise each applicable Lender of the contents thereof). Upon the giving of any such notice, the principal amount of the Loans specified in such notice shall become due and payable on the prepayment date specified therein; provided that a notice of voluntary prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, the receipt of proceeds from the issuance of other Indebtedness or the Disposition of assets or the closing of a merger, amalgamation or acquisition transaction, in which case such notice of prepayment may be revoked or extended by the Borrower (by notice to the Administrative Agent on or prior to the specified date) if such condition is not satisfied or delayed in effectiveness; provided that the Borrower shall make any payments required to be made pursuant to Section 2.15(c) in connection therewith. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.1(b), except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.5(e).

11. [Reserved].
12. Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then:

(i) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document, and

(ii) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent (acting at the direction of the Required Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document but subject to the Borrower's consultation rights set forth in this Agreement, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent (acting at the direction of the Required Lenders) will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement, (iii) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below and (iv) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its (or their) sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.12.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent (acting at the direction of the Required Lenders) may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent (acting at the direction of the Required Lenders) may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

13. General Provisions Regarding Payments.

(a) All payments by the Borrower of principal, interest, fees and other Obligations shall be made in Dollars in same day funds, without defense, recoupment, setoff or counterclaim, free of any restriction or condition, and delivered to the Administrative Agent not later than 1:00 p.m. (New York City time) on the date due at the Principal Office of the Administrative Agent for the account of Lenders.

(b) All payments in respect of the principal amount of any Loan shall be accompanied by payment of any fees required to be paid in connection with such principal

payment pursuant to Section 2.8 and payment of accrued interest on the principal amount being repaid or prepaid, and all such payments (and, in any event, any payments in respect of any Loan on a date when interest is due and payable with respect to such Loan) shall be applied to the payment of interest then due and payable before application to principal.

(c) The Administrative Agent (or its agent or sub-agent appointed by it) shall promptly distribute to each Lender at such address as such Lender shall indicate in writing, such Lender's applicable Pro Rata Share of all payments and prepayments of principal and interest due hereunder, together with all other amounts due related thereto, including all fees payable with respect thereto, to the extent received by the Administrative Agent.

(d) Notwithstanding the foregoing provisions hereof, if any Conversion/Continuation Notice is withdrawn as to any Affected Lender or if any Affected Lender makes Base Rate Loans in lieu of its Pro Rata Share of any SOFR Loans, the Administrative Agent shall give effect thereto in apportioning payments received thereafter.

(e) Whenever any payment to be made hereunder with respect to any Loan shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

(f) The Administrative Agent may, in its sole discretion, deem any payment by or on behalf of the Borrower hereunder that is not made in same day funds prior to 1:00 p.m. (New York City time) (unless a later time is otherwise specified herein with respect to such payment) to be a non-conforming payment. Any such non-conforming payment shall not be deemed to have been received by the Administrative Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. Any non-conforming payment may constitute or become a Default or Event of Default in accordance with the terms of Section 7.1(a). Interest shall continue to accrue on any principal as to which a non-conforming payment is made until such funds become available funds (but in no event less than the period from the date of such payment to the next succeeding applicable Business Day) from the date such amount was due and payable until the date such amount is paid in full.

14. Ratable Sharing. The Lenders hereby agree among themselves that if any of them shall, whether by voluntary payment (other than a voluntary prepayment of Loans made and applied in accordance with the terms hereof), through the exercise of any right of set off or banker's lien, or by counterclaim or cross action or by the enforcement of any right under the Loan Documents or otherwise, or as adequate protection of a deposit treated as cash collateral under Bankruptcy Laws, receive payment or reduction of a proportion of the aggregate amount of principal, interest, fees and other amounts then due and owing to such Lender hereunder or under the other Loan Documents (collectively, the "Aggregate Amounts Due" to such Lender) which is greater than the proportion received by any other Lender in respect of the Aggregate Amounts Due to such other Lender, then the Lender receiving such proportionately greater payment shall (a) notify each other Lender of the receipt of such payment and (b) apply a portion of such payment to purchase participations (which it shall be deemed to have purchased from each seller of a participation simultaneously upon the receipt by such seller of its portion of such payment) in the Aggregate Amounts Due to the other Lenders so that all such recoveries of Aggregate Amounts Due shall be shared by all Lenders in proportion to the Aggregate Amounts Due to them; provided that if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of the Borrower or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. The Borrower expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, consolidation, set off or counterclaim with respect to any and all monies

owing by the Borrower to that holder with respect thereto as fully as if that holder were owed the amount of the participation held by that holder. The provisions of this Section 2.14 shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement as in effect from time to time or (ii) any payment obtained by any Lender as consideration for the assignment or sale of a participation in any of its Loans or other Obligations owed to it. For purposes of clause (c) of the definition of "Excluded Taxes," a Lender that acquires a participation pursuant to this Section 2.14 shall be treated as having acquired such participation on the earlier date on which such Lender acquired the applicable interest in the Loan to which such participation relates.

15. Making or Maintaining SOFR Loans.

(a) Inability to Determine Applicable Interest Rate. Subject to Section 2.12, if, on or prior to the first day of any Interest Period for any SOFR Loan:

(i) the Administrative Agent or the Required Lenders determine (which determination shall be conclusive and binding absent manifest error but shall be made only after consultation with the Borrower) that Term SOFR cannot be determined pursuant to the definition thereof, or

(ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan (which determination shall be conclusive and binding absent manifest error but shall be made only after consultation with the Borrower and the Administrative Agent), and the Required Lenders have provided notice of such determination to the Administrative Agent and the Borrower,

the Administrative Agent will promptly so notify the Borrower and each Lender.

Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.15(c). Subject to Section 2.12, if the Administrative Agent or the Required Lenders determine (which determination shall be conclusive and binding absent manifest error but shall be made only after consultation with the Borrower) that "Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate" until the Administrative Agent revokes such determination. Notwithstanding anything to the contrary set forth herein, any consultation with the Borrower pursuant to the foregoing provisions of this Section 2.15(a) shall not be required with respect to any determination by the

Administrative Agent or the Required Lenders as to whether any market practice or convention is administratively feasible.

(b) Illegality of SOFR Loans. If any Lender reasonably determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent) (an "Illegality Notice"), (i) any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended, and (ii) the interest rate on which Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate," in each case until each Affected Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (the interest rate on which Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate"), on the last day of the Interest Period therefor, if all Affected Lenders may lawfully continue to maintain such SOFR Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Loans to such day, in each case until the Administrative Agent is advised in writing by each Affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate or Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.15(c).

(c) Compensation for Breakage or Non-Commencement of Interest Periods. The Borrower shall compensate each Lender, upon written request by such Lender (which request shall set forth the basis for requesting such amounts in reasonable detail), for all reasonable losses, expenses and liabilities (including any interest paid or payable by such Lender to lenders of funds borrowed by it to make or carry its SOFR Loans and any loss, expense or liability sustained by such Lender in connection with the liquidation or re-employment of such funds but excluding loss of anticipated profits) which such Lender may sustain: (i) if for any reason (other than a default by such Lender) a borrowing of any SOFR Loan does not occur on a date specified therefor in a Funding Notice, or a conversion to or continuation of any SOFR Loan does not occur on a date specified therefor in a Conversion/Continuation Notice; (ii) if any prepayment or other principal payment of, or any conversion of, any of its SOFR Loans occurs on a date prior to the last day of an Interest Period applicable to that Loan; or (iii) if any prepayment of any of its SOFR Loans is not made on any date specified in a notice of prepayment given by the Borrower.

(d) Booking of SOFR Loans. Any Lender may make, carry or transfer SOFR Loans at, to, or for the account of any of its branch offices or the office of an Affiliate of such Lender.

16. Increased Costs; Capital Requirements.

(a) Increased Costs. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with

or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Term SOFR);

(ii) subject any Recipient to any Taxes (other than (A) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, (B) Indemnified Taxes indemnifiable under Section 2.17 and (C) Connection Income Taxes) on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient, the Borrower will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

17. Taxes.

(a) All payments made by or on behalf of any Loan Party to a Recipient under any Loan Document shall be made free and clear of, and without deduction or withholding for or

on account of, any Taxes (except as required by applicable Law). If applicable Law (as determined in the good faith discretion of any applicable withholding agent) requires any Indemnified Taxes to be withheld by any applicable withholding agent from any amounts payable under any Loan Document, the amounts so payable by or on behalf of any Loan Party shall be increased to the extent necessary so that after such deduction or withholding has been made (including such deductions and withholdings of Indemnified Taxes applicable to additional sums payable under this Section 2.17) the applicable Lender (or, in the case of any amounts received by the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Without duplication of Section 2.17(a), the Loan Parties shall pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Whenever any Indemnified Taxes are payable or remittable by a Loan Party, as soon as practicable thereafter the Loan Party shall send to the applicable Recipient the original or a certified copy of an original official receipt received by the Loan Party or other reasonably satisfactory evidence showing payment thereof.

(d) Without duplication of Section 2.17(a), the Loan Parties shall indemnify each Recipient for the full amount of Indemnified Taxes (including any Indemnified Taxes imposed on amounts payable under this Section 2.17) payable or paid by such Recipient, and any liability (including penalties, additions to Tax, interest and any reasonable expenses, in each case other than those arising from the gross negligence, willful misconduct or (other than with respect to an Agent) bad faith of a Recipient as determined by a final non-appealable judgment of a court of competent jurisdiction) arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted by the relevant Governmental Authority. Such indemnification shall be made within 10 days after the date the Recipient makes written demand therefor (which demand shall set forth in reasonable detail the nature and amount of Indemnified Taxes for which indemnification is being sought). A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), the Collateral Agent or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay such Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Party under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such Recipient and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Loan Party, upon the request of such Recipient, agrees to repay the amount paid over to the Loan Party (*plus* interest attributable to the period during which the Loan Party held such funds and any penalties, additions to Tax, interest or other charges imposed by the relevant Governmental Authority) to such Recipient in the event such Recipient is required to repay such refund to such Governmental Authority. This Section 2.17(e) shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower or any other Person.

(f) Upon the reasonable request of the Borrower or the Administrative Agent, a Lender that is entitled to an exemption from or reduction of any applicable withholding Tax with respect to any payments under this Agreement or any other Loan Document shall deliver to

the Borrower and the Administrative Agent such properly completed and executed documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent (in such number of copies as shall be reasonably requested by the Borrower or the Administrative Agent, as applicable) as will permit such payments to be made without withholding or at a reduced rate prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent); provided that the completion, execution or submission of such documentation required under this Section 2.17(f) (other than such documentation set forth in Section 2.17(g)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Lender shall deliver the forms and other documentation required to be provided under this Section 2.17: (i) on or before the date it becomes a party to this Agreement, (ii) promptly upon the obsolescence, expiration, inaccuracy, or invalidity of any form previously delivered by such Lender, and (iii) at such other times as may be reasonably requested by the Borrower or the Administrative Agent or as required by Law. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any documentation previously delivered to the Borrower or the Administrative Agent. Notwithstanding anything in this Section 2.17 to the contrary, no Lender shall be required to provide any form or other documentation pursuant to this Section 2.17 that it is not legally eligible to provide.

(g) Without limiting the generality of Section 2.17(f):

(i) Each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) two executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax.

(ii) Each Lender that is not a "United States person" (as such term is defined in Section 7701(a)(30) of the Code) (a "Foreign Lender") shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two executed copies of whichever of the following is applicable:

(A) In the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, IRS Form W-8BEN or Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such tax treaty;

(B) IRS Form W-8ECI;

(C) In the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit F-1 (a "U.S. Tax Compliance Certificate") and (y) IRS Form W-8BEN or Form W-8BEN-E, as applicable; or

(D) To the extent a Foreign Lender is not the beneficial owner, IRS Form W-8IMY, accompanied by IRS Form W-8ECI, Form W-8BEN, Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, IRS Form W-9 or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-4 on behalf of each such direct and indirect partner.

(iii) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(iv) If a payment made to any Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with its obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for the purpose of this Section 2.17(g)(iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) If the Administrative Agent is a "United States person" within the meaning of Section 7701(a)(30) of the Code, then it shall, on or prior to the date on which it becomes the Administrative Agent, provide the Borrower with a properly completed and duly executed copy of IRS Form W-9 confirming that the Administrative Agent is exempt from U.S. federal back-up withholding. If the Administrative Agent is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, then it shall, on or prior to the date on which it becomes the Administrative Agent, provide the Borrower with, (i) with respect to payments made to the Administrative Agent for its own account, a properly completed and duly executed IRS Form W-8ECI (or other applicable IRS Form W-8), and (ii) with respect to payments made to the Administrative Agent for the account of any Lender, a properly completed and duly executed IRS Form W-8IMY confirming that the Administrative Agent agrees to be treated as a "United States person" for U.S. federal withholding Tax purposes. The Administrative Agent

shall, (A) promptly upon the obsolescence, expiration, inaccuracy or invalidity of any form previously delivered by the Administrative Agent under this clause (h), and (B) at such other times as may be reasonably requested by the Borrower or as required by Law, deliver promptly to the Borrower an updated form or other appropriate documentation (in such number of copies as shall be reasonably requested by the Borrower) or promptly notify the Borrower in writing of its legal ineligibility to do so. Notwithstanding anything in this clause (h) to the contrary, the Administrative Agent shall not be required to provide any documentation pursuant to this clause (h) that the Administrative Agent is unable to deliver as a result of a Change in Law after the date of this Agreement.

(i) The agreements in this Section 2.17 shall survive the resignation and/or replacement of the Administrative Agent and/or the Collateral Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments, the termination of this Agreement or any other Loan Document and the repayment, satisfaction or discharge of all other Obligations.

(j) For U.S. federal, state and local income tax purposes, the Loan Parties intend, and agree, that the Loans and the other Obligations (i) constitute indebtedness of the applicable Loan Parties and (ii) shall not be treated as contingent payment debt instruments within the meaning of Treasury Regulation Section 1.1275-4 (or any successor regulation). The Loan Parties agree to file all tax returns and reports, and to take no position inconsistent with the foregoing, unless otherwise required by applicable Law.

18. Obligation to Mitigate. Each Lender agrees that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Lender or that would entitle such Lender to receive payments or would require the Borrower to pay amounts under Section 2.15, 2.16 or 2.17, it will, to the extent not inconsistent with the internal policies of such Lender and any applicable legal or regulatory restrictions, use reasonable efforts to (a) make, issue, fund or maintain its Loans through another office of such Lender, or (b) take such other measures as such Lender may deem reasonable, if as a result thereof the circumstances which would cause such Lender to be an Affected Lender would cease to exist or the additional amounts which would otherwise be required to be paid to such Lender or by the Borrower pursuant to Section 2.15, 2.16 or 2.17 would be reduced and if, as determined by such Lender in its sole discretion, the making, funding or maintaining of such Loans through such other office or in accordance with such other measures, as the case may be, would not otherwise adversely affect such Loans or the interests of such Lender; provided that such Lender will not be obligated to utilize such other office or take such other measures pursuant to this Section 2.18 unless the Borrower agrees to pay all incremental expenses incurred by such Lender as a result of utilizing such other office or taking such other measures as described above. A certificate as to the amount of any such expenses payable by the Borrower pursuant to this Section 2.18 (setting forth in reasonable detail the basis for requesting such amount) submitted by such Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

19. Removal or Replacement of a Lender. Notwithstanding anything contained herein to the contrary, in the event that: (a)(i) any Lender shall give notice to the Borrower that such Lender is an Affected Lender or that such Lender is entitled to receive payments or that the Borrower is required to make payments under Section 2.15, 2.16 or 2.17 (an "Increased Cost Lender"), (ii) the circumstances which have caused such Lender to be an Affected Lender or which entitle such Lender to receive or the Borrower to make such payments shall remain in effect, and (iii) such Lender shall fail to withdraw such notice within five Business Days after the Borrower's request for such withdrawal; (b) in connection with any proposed amendment, modification, termination, waiver or consent with respect to any of the provisions hereof as

contemplated by Section 9.1, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders (each a "Non-Consenting Lender") whose consent is required shall not have been obtained; then, with respect to each such Increased Cost Lender or Non-Consenting Lender (the "Terminated Lender"), the Borrower may, by giving written notice to the Administrative Agent and any Terminated Lender of its election to do so, elect to cause such Terminated Lender (and such Terminated Lender hereby irrevocably agrees) to assign its outstanding Loans in full to one or more Persons permitted to become Lenders hereunder pursuant to and in accordance with the provisions of Section 9.6 (each a "Replacement Lender") and the Borrower shall pay the fees, if any, payable thereunder in connection with any such assignment from an Increased Cost Lender or a Non-Consenting Lender; provided that, (A) on the date of such assignment, such Terminated Lender shall have received payment from the Replacement Lender or the Borrower in an amount equal to the sum of (1) the principal of, and all accrued interest on, all outstanding Loans of the Terminated Lender and (2) all accrued, but theretofore unpaid fees owing to such Terminated Lender pursuant to Section 2.8; (B) in the case of any such assignment resulting from a claim for compensation under Section 2.15(c), 2.16 or 2.17, such assignment will result in a material reduction in such compensation and on the date of such assignment, the Borrower shall pay any amounts payable to such Terminated Lender pursuant to Section 2.15, 2.16 or 2.17; or otherwise as if it were a prepayment and (C) in the event such Terminated Lender is a Non-Consenting Lender, each Replacement Lender shall consent, at the time of such assignment, to each matter in respect of which such Terminated Lender was a Non-Consenting Lender. Upon the prepayment of all amounts owing to any Terminated Lender, such Terminated Lender shall no longer constitute a "Lender" for purposes hereof; provided, any rights of such Terminated Lender to indemnification hereunder shall survive as to such Terminated Lender. Each Lender agrees that if the Borrower exercises its option hereunder to cause an assignment by such Lender as a Non-Consenting Lender or Terminated Lender, such Lender shall, promptly after receipt of written notice of such election, execute and deliver all documentation necessary to effectuate such assignment in accordance with Section 9.6; provided that each party hereto agrees that an assignment required pursuant to this Section 2.19 may be effected pursuant to an Assignment and Acceptance executed by the Borrower and the assignee and that the Lender required to make such assignment need not be a party thereto, and each Lender required to make such assignment shall be deemed to have executed and delivered such documentation as may be required to give effect to an assignment in accordance with Section 9.6 on behalf of a Non-Consenting Lender or Terminated Lender and any such documentation so deemed executed shall be effective for purposes of documenting an assignment pursuant to Section 9.6.

20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the Commitment and Outstanding Amount of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.1); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders affected thereby shall, except as otherwise provided in Section 9.1, require the consent of such Defaulting Lender in accordance with the terms hereof. In the event that the Borrower agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Borrower shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided, further, that, except as otherwise expressly agreed by the affected parties, no change hereunder from a Defaulting Lender to a Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

21. [Reserved].

Section 3. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to induce the Lenders to make the Loans, the Borrower represents and warrants to the Administrative Agent and each Lender that:

1. Financial Condition. The unaudited consolidated balance sheet of FLNG 2 and its consolidated Subsidiaries as at December 31, 2025, and the unaudited consolidated statements of operations, comprehensive loss and cash flow of FLNG 2 and its consolidated Subsidiaries for the fiscal period then ended, copies of which have heretofore been furnished to the Administrative Agent for delivery to each Lender, in each case, present fairly in all material respects the consolidated financial condition of FLNG 2 and its consolidated Subsidiaries as at such date, and the consolidated results of operations and consolidated cash flows of FLNG 2 and its consolidated Subsidiaries for the fiscal period then ended. Such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the period involved (except as disclosed therein).

2. [Reserved]

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3. Existence; Compliance with Law. Each Loan Party (a) is duly incorporated, organized or formed, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its incorporation, organization or formation, (b) has the organizational power and authority and all requisite Permits from Governmental Authorities to own and operate its Property, to lease the Property it leases as a lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization or body corporate and in good standing under the laws of each jurisdiction (if applicable) where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (d) is in compliance with such Loan Party's Organizational Documents and all Requirements of Law, except, in the case of clause (a) above with respect to any Loan Party other than the Borrower, and in the cases of clauses (b), (c) and (d) above, to the extent that failure of the same could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4. Power; Authorization; Enforceable Obligations. (a) Each Loan Party has the requisite corporate or other organizational power and authority to make, deliver and perform the Loan Documents to which it is a party. (b) Each Loan Party has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. (c) No material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the borrowings hereunder, the granting of Liens pursuant to the Security Documents or the execution, delivery or performance of this Agreement or any of the other Loan Documents, except (i) those consents, authorizations, filings and notices that have been obtained or made and are in full force and effect and (ii) the filings or other actions referred to in Section 3.19. (d) Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto and constitutes a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5. No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not contravene, violate or result in a breach of or default under any Loan Party's Organizational Documents, any Requirement of Law or any Contractual Obligation of any Loan Party, other

than any violation that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents).

6. No Material Litigation. No litigation, action, suit, claim, dispute, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against any Loan Party or against any of their respective properties or revenues that (i) could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (ii) as of the Closing Date, purports to affect or pertain to any of the Loan Documents or any of the transactions contemplated hereby or thereby.

7. No Default. No Default or Event of Default has occurred and is continuing.

8. Ownership of Property; Liens. Each of the Loan Parties has title in fee simple or good and valid title, as the case may be, to, or a valid leasehold interest in, or easements or other limited property interests in, all its real or immoveable property necessary in the ordinary conduct of its business, and good title to, or a valid leasehold interest in, or valid license of or other right to use, all its other Property necessary for the conduct of its business as currently conducted, in each case except where the failure to have such title, interest, license or right could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and none of such Property is subject to any Lien except as permitted by Section 6.6.

9. IP Rights. Each of the Loan Parties owns, or is licensed or otherwise has the right to use, all IP Rights necessary for the conduct of its business as currently conducted except to the extent such failure could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No claim has been asserted and is pending by any Person challenging or questioning the use of any IP Rights by any Loan Party or the validity or effectiveness of any IP Rights, and the Borrower does not know of any valid basis for any such claim, in each case except to the extent that any such claim could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the knowledge of the Borrower, the use of IP Rights by the Loan Parties does not infringe on the IP Rights of any Person, except for such infringements which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

10. Taxes. Each of the Loan Parties has filed or caused to be filed all tax returns that are required to be filed and has paid all Taxes due and payable by it (including in its capacity as a withholding agent) other than (a) any amount the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Loan Party or (b) where the failure to make such filing, payment, deduction, withholding, collection or remittance could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and no Lien for Tax has been filed, other than a Permitted Lien, and, to the knowledge of the Borrower, no claim is being asserted, with respect to any such Tax, fee or other charge except, in each case, as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

11. Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for any purpose that violates the provisions of Regulations T, U or X.

12. Labor Matters. There are no strikes or other labor disputes against any Loan Party pending or, to the knowledge of the Borrower threatened, that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All payments due from the Loan Parties on account of employee health and welfare insurance that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect if not paid have been paid or accrued as a liability on the books of the relevant Loan Party.

13. ERISA. As of the date hereof, there are no Pension Plans or Multiemployer Plans. None of the Borrower or any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to

result in a liability under ERISA, except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

14. Investment Company Act. No Loan Party is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940.

15. Subsidiaries.

(a) The Persons listed on Schedule 3.15 constitute all the Subsidiaries of the Borrower as of the Closing Date. Schedule 3.15 sets forth as of the Closing Date the name and jurisdiction of incorporation or organization of each Person listed therein and the percentage of each class of Capital Stock of such Person owned by the Borrower and each Subsidiary.

(b) As of the Closing Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments granted to any Person other than the Borrower and its Subsidiaries (other than directors' qualifying shares or other similar shares required pursuant to applicable Law) of any nature relating to any Capital Stock of any Subsidiary owned directly or indirectly by the Borrower; provided that, with respect to any non-Wholly-Owned Subsidiary, its Capital Stock may be subject to customary rights of first refusal, tag-along, drag-along and other similar rights.

16. Use of Proceeds. The proceeds of the Loans are being used (a) to consummate the transactions contemplated by the Restructuring Support Agreement and the Restructuring Plan (including, without limitation, the refinancing, exchange, compromise or discharge of certain existing Indebtedness of the Borrower and its Subsidiaries), (b) to pay fees, costs and expenses incurred in connection with the foregoing and the Transactions and (c) for general corporate purposes of the Borrower and its Restricted Subsidiaries. For the avoidance of doubt, the Term Loans are deemed to have been applied in accordance with this Section 3.16.

17. Environmental Matters. Other than exceptions to any of the following that could not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect:

(a) The Loan Parties and each of their respective facilities and operations: (i) are in compliance with all applicable Environmental Laws; (ii) hold all Environmental Permits (each of which is in full force and effect) required for any of their current operations or for any property owned, leased, or otherwise operated by any of them; (iii) are in compliance with all of their Environmental Permits; (iv) have taken reasonable steps to ensure each of their Environmental Permits will be timely maintained, renewed and complied with; and (v) have no knowledge of any facts or circumstances upon which any such Environmental Permits could reasonably be expected to be adversely amended or revoked.

(b) Hazardous Materials are not present at, on, under, in, or emanating from any property now or, to the knowledge of the Borrower, formerly owned, leased or operated by the Borrower or any of the Loan Parties, or, to the knowledge of the Borrower, at any other location (including any location to which Hazardous Materials have been sent for reuse or recycling or for treatment, storage, or disposal) which could reasonably be expected to (i) give rise to liability of the Borrower or Loan Party under any applicable Environmental Law or otherwise result in costs to the Borrower or any Loan Party, or (ii) interfere with the Borrower's or any Loan Party's continued operations.

(c) There are no Environmental Claims to which the Borrower or any of the Loan Parties is, or to the knowledge of the Borrower will be, named as a party that is pending or, to the knowledge of the Borrower, threatened. To the knowledge of the Borrower, there are no facts or circumstances that could reasonably be expected to give rise to any such Environmental Claim.

(d) None of the Borrower nor any Loan Party has received any written request for information, or been notified that it is a potentially responsible party or subject to liability under or relating to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or any other Environmental Law, or with respect to any Hazardous Materials, excluding any such matters that have been fully resolved with no further obligation or liability on the part of the Borrower or any Loan Party.

(e) None of the Borrower nor any Loan Party has entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral or other form of dispute resolution, relating to compliance with or liability under any Environmental Law, excluding any such matters that have been fully resolved with no further obligation or possible liability on the part of the Borrower or any Loan Party.

18. Accuracy of Information, Etc

. No statement or information contained in this Agreement, any other Loan Document, or any other document, certificate or written statement (other than any projections and information of a general economic or general industry nature) furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, when taken as a whole, contained as of the date such statement, information, document or certificate was so furnished (as modified or supplemented by other information so furnished), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not materially misleading. The projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

19. Security Documents. Each of the Security Documents is effective to create in favor of the Collateral Agent a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of (i) any Pledged Stock (as defined in the Security Agreement) which is in certificated form, when any stock, membership or partnership unit certificates representing such Pledged Stock are delivered to, and in the possession of, the Collateral Agent and (ii) the other Collateral described in the Security Documents, when financing statements and other filings in appropriate form are filed or registered in the office specified on Schedule 3.19, the security interest created in favor of the Collateral Agent in such Pledged Stock and other Collateral shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Stock, other Collateral and the proceeds thereof, in which a security interest may be perfected by delivery to the Collateral Agent of such Pledged Stock or by filing a financing statement in the United States or other filing or registration in any applicable non-U.S. jurisdiction as security for the Obligations, in each case, prior and superior in right to any other Person (other than Persons holding Liens or other encumbrances or rights that are permitted by this Agreement to be incurred pursuant to Section 6.6).

20. [Reserved]

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21. [Reserved].
22. Anti-Money Laundering, Anti-Corruption Laws and Ex-Im Laws; Sanctions.

(a) Each of the Loan Parties and each of their Subsidiaries is in compliance in all material respects with Ex-Im Laws, Anti-Corruption Laws, and Sanctions. None of the Loan Parties or any of their Subsidiaries is in violation of any Anti-Money Laundering Laws in any material respect.

(b) No action, suit, proceeding, claim, dispute, cause of action, investigation or enforcement action by or before any Governmental Authority involving any of the Loan Parties or any of their Subsidiaries, or any of their respective directors, managers, officers, or, to the knowledge of any Loan Party, employees, agents or other Persons acting on behalf of or at the direction of any of the Loan Parties or Subsidiaries thereof, with respect to Anti-Money Laundering Laws, Anti-Corruption Laws, Ex-Im Laws or Sanctions is pending or, to the knowledge of the Loan Parties party hereto, threatened.

(c) Each of the Loan Parties has instituted and maintains policies or procedures that are reasonably designed to promote compliance by it and its Subsidiaries, and their respective directors, managers, officers and employees with applicable Anti-Corruption Laws, Ex-Im Laws, and Sanctions.

(d) None of the Loan Parties nor any Subsidiary thereof, nor, any director, manager, officer, or to the knowledge of the Loan Parties, employee, agent, Affiliate, or other Person acting on behalf of or at the direction of any Loan Party or Subsidiary thereof, is a Person that is a Restricted Person.

(e) No Restricted Person has or holds a property interest (as defined by the relevant Sanctions) in the Collateral and the Collateral is not Blocked Property. The granting or maintenance of the Collateral to or by any Person, and the enforcement of the Collateral to or by any of the Agents, will not violate nor cause a violation by any Person (including any Lender) of, Sanctions.

23. Insurance. The properties of the Borrower and the other Loan Parties are insured with financially sound and reputable insurance companies that are not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Loan Party operates.

Section 4. CONDITIONS PRECEDENT

1. Closing Date. The obligations of each Lender to be deemed to make the Term Loans hereunder shall not become effective until the date on which each of the following conditions precedent is satisfied (or waived by the Required Lenders):

(a) Loan Documents. The Administrative Agent and the Lenders shall have received (i) this Agreement, executed and delivered by a duly authorized officer or signatory of the Borrower, and (ii) the Security Documents, executed and delivered by a duly authorized officer or signatory of each Loan Party that is a party thereto.

(b) Fees and Expenses. All fees due to the Administrative Agent, the Collateral Agent and the Lenders on the Closing Date shall have been paid, and all reasonable and documented out-of-pocket expenses to be paid or reimbursed to the Administrative Agent and the Collateral Agent on the Closing Date (or with respect to fees and reasonable and documented out-of-pocket expenses required to be paid or reimbursed pursuant to the Existing

Credit Agreements and outstanding at such time, including pursuant to the Agent Fee Letter and the fees and expenses of counsel to the Administrative Agent and the Collateral Agent) that have been invoiced at least three Business Days prior to the Closing Date shall have been paid (which amounts may be offset against the cash proceeds of the Loans, if any).

(c) [Reserved]

(d) Lien Searches. The Administrative Agent and the Lenders shall have received the results of recent Uniform Commercial Code searches in each relevant jurisdiction reasonably requested by the Required Lenders with respect to each of the Loan Parties.

(e) Closing Certificate. The Administrative Agent and the Lenders shall have received a certificate signed by a Responsible Officer of the Borrower, certifying that the representations and warranties contained herein and in the other Loan Documents are true and correct in all material respects, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text hereof.

(f) Legal Opinions. The Administrative Agent and the Lenders shall have received, in form and substance reasonably acceptable to the Required Lenders, (i) a legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP, New York counsel to the Borrower and the Guarantors dated the date hereof and addressed to the Administrative Agent, the Collateral Agent and the Lenders and (ii) legal opinions of applicable local counsel to the Borrower or to the Lenders, as applicable, dated the date hereof and addressed to the Administrative Agent, the Collateral Agent and the Lenders, in each case of clauses (i) through (ii), customary for transactions of the type contemplated by this Agreement.

(g) Organizational Documents. The Administrative Agent and the Lenders shall have received a certificate of a Responsible Officer of each Loan Party, certifying (A) as to copies of the Organizational Documents of such Loan Party, together with all amendments thereto, (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith and (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Funding Notices, and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers.

(h) Uniform Commercial Code Filings. Each Uniform Commercial Code financing statement required as of the Closing Date by the Security Documents to be filed in order to create in favor of the Collateral Agent for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.6), shall have been filed, or a copy thereof shall have been delivered to the Collateral Agent in proper form for filing by counsel to the Borrower, or arrangements reasonably satisfactory to the Required Lenders for such filing shall have been made.

(i) PATRIOT Act; Beneficial Ownership. The Agents and the Lenders, as applicable shall have received at least five (5) Business Days prior to the Closing Date all documentation and other information about the Borrower and the Guarantors requested by the Agents and the Lenders, respectively, in connection with Anti-Money Laundering Laws and Sanctions, including required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, that has been requested by the Agents or the Lenders, as applicable, in writing at least ten (10) Business Days prior to the Closing Date. At least five (5) Business Days prior to the Closing Date, the Borrower shall have delivered a Beneficial Ownership Certification to any Lender that has requested such certification, which certification shall be substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities and Industry and Financial Markets Association, in relation to the Borrower.

(j) Financial Statements. The Administrative Agent and the Lenders shall have received unaudited consolidated balance sheets and related statements of income and cash flows of the Borrower and its consolidated subsidiaries for each fiscal quarter ended after the most recent annual financial statements delivered prior to the Closing Date and at least 45 days prior to the Closing Date.

(k) Restructuring Plan. Prior to or substantially concurrently with the effectiveness of this Agreement, the Restructuring Plan (as defined in the Restructuring Support Agreement) shall be consummated (or become effective, as applicable) and an order recognizing the Sanction Orders (as defined in the Restructuring Support Agreement) shall have been entered in the Chapter 15 Proceedings (as defined in the Restructuring Support Agreement).

(l) Restructuring Support Agreement. Prior to or substantially concurrently with the effectiveness of this Agreement, the Restructuring Conditions Precedent set forth and defined in the Restructuring Support Agreement shall have been satisfied or waived in accordance with the terms thereof.

(m) Funding Notice. The Administrative Agent shall have received a Funding Notice.

The making and/or deemed making of the Term Loans by the Lenders hereunder shall conclusively be deemed to constitute an acknowledgment by each Lender that each of the conditions precedent set forth in this Section 4.1 shall have been satisfied in accordance with its respective terms or shall have been irrevocably waived by such Person. For purposes of this Section 4.1, delivery to the Administrative Agent or the Collateral Agent of any document, instrument or agreement required to be delivered to the Lenders pursuant to this Section 4.1 shall be deemed delivered to each Lender upon receipt of such document, instrument or agreement by the Administrative Agent or the Collateral Agent; provided that the Administrative Agent or the Collateral Agent shall have no obligation to distribute such documents, instruments or agreements to the Lenders.

Section 5. AFFIRMATIVE COVENANTS

The Borrower agrees that, so long as the Termination Conditions have not been satisfied, the Borrower shall and shall cause each of the Restricted Subsidiaries to:

1. Financial Statements. Furnish to the Administrative Agent for delivery to each Lender and take the following actions:

(a) [reserved].

(b) not later than 90 days (or the successor time period then in effect under the Exchange Act for a non-accelerated filer *plus* any grace period provided by Rule 12b-25 under the Exchange Act) after the end of each fiscal quarter of the Borrower, beginning with the fiscal quarter ending September 30, 2026, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of operations and of cash flows for such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer of the Borrower as being fairly stated in all material respects (subject to normal year-end audit adjustments and the absence of footnotes).

(c) If the Borrower has designated any of its Subsidiaries as an Unrestricted Subsidiary, then the annual and quarterly information required by Section 5.1(a) and 5.1(b) shall include information (which need not be audited or reviewed by the Borrower's auditors) regarding such Unrestricted Subsidiaries, including a presentation, either on the face of the financial statements or in footnotes thereto, to reflect the adjustments which would be necessary to eliminate the accounts of Unrestricted Subsidiaries from such financial statements; provided that no such information shall be required if such financial information is not material compared to the applicable financial information of the Borrower and its Subsidiaries on a consolidated basis or if such Unrestricted Subsidiaries are not material to the Borrower and its Subsidiaries on a consolidated basis.

Financial statements, segment information and other information required to be delivered pursuant to this Section 5.1, Section 5.2 or Section 5.7 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower, as applicable, posts such financial statements, segment information or other information, or provides a link thereto, on the website of the Borrower, as applicable; (ii) on which such financial statements, segment information or other information is posted on behalf of the Borrower on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial or third-party website or whether sponsored by the Administrative Agent); or (iii) to the extent such financial statements, segment information or other information are set forth in the Borrower's Form 10-K or 10-Q, as applicable, filed with the SEC, on which date such documents are filed for public availability on the SEC's Electronic Data Gathering, Analysis and Retrieval system; provided that except in the case of clause (iii) the Borrower shall notify the Administrative Agent by electronic mail of the posting of any such documents and provide to the Administrative Agent electronic versions of such documents.

2. Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender:

(a) concurrently with the delivery of any financial statements pursuant to Section 5.1, a Compliance Certificate of the Borrower (the first such Compliance Certificate to be delivered for the first full fiscal quarter of the Borrower ending after the Closing Date) as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be;

(b) no later than 60 days after the end of each fiscal year of the Borrower, beginning with the fiscal year ending December 31, 2026, a consolidated budget for the

Borrower and its Subsidiaries for the following fiscal year (including a consolidated statement of projected results of operations of the Borrower and its consolidated Subsidiaries as of the end of the following fiscal year presented on a quarterly basis);

(c) concurrently with the delivery of any financial statements pursuant to Section 5.1(a) or (b), a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its consolidated Subsidiaries, in each case, for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter; and

(d) promptly, from time to time, such other customary information regarding the operations, business affairs and financial condition of the Borrower and its Restricted Subsidiaries and their compliance with the terms of any Loan Document, in each case, as the Administrative Agent may reasonably request (at the direction of any Lender).

The Borrower hereby acknowledges that certain of the Lenders may be Public Lenders and, if documents or notices required to be delivered pursuant to Section 5.1 or this Section 5.2 or otherwise are being distributed through the Platform, any document or notice that the Borrower has not clearly and conspicuously marked "PUBLIC" shall not be posted on that portion of the Platform designated for such Public Lenders. The Borrower agrees to use commercially reasonable efforts to clearly designate all information provided to the Administrative Agent by or on behalf of the Borrower which is suitable to make available to Public Lenders. If the Borrower has not indicated whether a document or notice delivered pursuant to this paragraph contains Non-Public Information, the Administrative Agent reserves the right to post such document or notice solely on that portion of the Platform designated for Lenders who wish to receive Non-Public Information with respect to the Borrower, its Subsidiaries and their securities ("Private Side Information"). Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected to receive Private Side Information in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities laws, to make reference to communications that are not made through the "Public" portion of the Platform and that may contain Non-Public Information.

3. Payment of Taxes. Pay, before the same shall become delinquent or in default, all Taxes required to be paid except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries or (b) the failure to make payment could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4. Conduct of Business and Maintenance of Existence; Compliance with Law. (a)(i) Except as otherwise permitted by Section 6.4 or 6.9, preserve, renew and keep in full force and effect its organizational existence and good standing in its jurisdiction of incorporation or organization and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 6.4 or 6.9 or, other than with respect to the organizational existence of the Borrower, to the extent that failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (b) comply with all Requirements of Law, except to the extent that failure to comply therewith could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5. Maintenance of Property; Insurance. (a) Keep all real and tangible Property and systems used, useful, or necessary in its business in good working order and condition, ordinary wear and tear excepted, except to the extent the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (b) maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses) as are customarily carried under similar circumstances by such other Persons.

6. Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which entries which are full, true and correct, in all material respects, in conformity with GAAP shall be made of all material dealings and transactions in relation to its business and activities, (b) [reserved] and (c) permit representatives of the Administrative Agent to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time during normal business hours and as often as may reasonably be desired (but the Administrative Agent may not have more than one visit per any twelve-month period except during an Event of Default), upon reasonable advance notice to the Borrower, and to discuss the business, operations, properties and financial and other condition of the Borrower and the Borrower's Restricted Subsidiaries with officers and employees of the Borrower and the Borrower's Restricted Subsidiaries and with their independent certified public accountants (and the Borrower will be given the opportunity to participate in any such discussions with such independent certified accountants). So long as no Event of Default has occurred and is continuing at the time of such inspection, the Borrower shall not bear the cost of more than one such inspection per calendar year by the Administrative Agent (or its representatives); provided that in any event, no more than two such inspections shall be conducted in any calendar year if no Event of Default has occurred and is continuing. Notwithstanding anything to the contrary in this Section 5.6, none of the Borrower and its Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent (or its representatives) is prohibited by any Requirement of Law or any binding agreement (provided that, with respect to any prohibition by any binding agreement, the Borrower shall attempt to obtain consent to such disclosure if requested by the Administrative Agent) or (iii) is subject to attorney-client or similar privilege or constitutes attorney work product.

7. Notices. Promptly after obtaining knowledge of the same, give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) any dispute, claim, litigation, investigation or proceeding (i) affecting the Borrower or any of its Subsidiaries that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (ii) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby; and

(c) any other development or event that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Each notice pursuant to this Section 5.7 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower or the relevant Subsidiary has taken or proposes to take with respect thereto.

8. Environmental Laws.

(a) Except in each case to the extent the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, comply with, and use commercially reasonable efforts to ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all material Environmental Permits.

(b) Except in each case to the extent the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other similar actions required by any Governmental Authority under Environmental Laws, and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

9. Plan Compliance. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, establish, maintain and operate any and all Pension Plans, Multiemployer Plans and Foreign Employee Benefit Plans (other than government-sponsored plans) in compliance with all Requirements of Law applicable thereto and the respective requirements of the governing documents for such plans to the extent the Borrower or any Commonly Controlled Entity has the authority to establish, maintain and operate such plans.

10. Additional Guarantors; Additional Collateral, Collateral Limitations.

(a) Subject to Section 5.12, the Borrower shall cause each of its Wholly-Owned Restricted Subsidiaries (other than (a) the Guarantors, and (b) any Immaterial Subsidiary and (c) any Subsidiary with respect to which a guarantee by it of the Obligations would result in material adverse tax consequences to any Loan Party, as reasonably determined by the Borrower and notified to the Administrative Agent and the Collateral Agent in writing) to become a Guarantor under this Agreement and satisfy the requirements of this Section 5.10 within 60 days (subject to extensions, and exceptions as to scope of foreign security and perfection requirements, as are reasonably agreed by the Required Lenders) of the later of (i) such Subsidiary becoming a Wholly-Owned Restricted Subsidiary, a Material Subsidiary or conversion into another form of entity and (ii) the Borrower determining such Subsidiary ceased to meet any of the exceptions set forth in the preceding parenthetical. Such Subsidiary shall execute and deliver (A) a Joinder Agreement, (B) a joinder to the Security Agreement substantially in the form of Exhibit B thereto, (C) [reserved], (D) subject to the applicable limitations set forth in this Section 5.10, Security Documents in respect of the Collateral in the relevant jurisdictions outside of the United States, (E) a perfection certificate for such Wholly-Owned Restricted Subsidiary substantially in the form of the Perfection Certificate delivered on the Closing Date and (F) all filings and other documents required by such Security Documents to create or perfect (to the extent required by such Security Documents) the security interests for the benefit of the Secured Parties in the Collateral of such Wholly-Owned Restricted Subsidiary. The Borrower may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor (and no 60-day period described in the foregoing sentence shall apply to such Subsidiary).

(b) From and after the Closing Date, and subject to the applicable time periods, limitations and exceptions set forth in the Security Documents and this Agreement (including the limitations and exceptions in this Section 5.10), if the Borrower or any Guarantor acquires any Property or asset that would constitute Collateral (which, for the avoidance of doubt, does not include any Excluded Assets), the Borrower or such Guarantor must grant a first-priority perfected security interest (subject to Permitted Liens) upon any such Collateral, as

security for the Obligations within 90 days of such acquisition (subject to extensions, and exceptions as to scope of foreign security and perfection requirements, as are reasonably agreed by the Required Lenders). Notwithstanding the foregoing, any Deposit Account, securities account, and commodities account (other than Excluded Accounts) that is acquired or created after the Closing Date or that ceases to constitute an Excluded Account shall, subject to the applicable time periods and limitations and exceptions set forth in the Security Documents, be subject to a Control Agreement within sixty (60) days of such acquisition, creation or cessation (or such later time as the Required Lenders may agree in their reasonable discretion).

(c) Subject to the applicable terms of the Security Documents, within 90 days after the acquisition by any Loan Party of any Material Real Estate Asset (or within 90 days after the acquisition of a Person that becomes a Loan Party and that owns any Material Real Estate Asset) (in each case, other than any Excluded Asset) (or as soon as practicable thereafter using commercially reasonable efforts, but subject to extensions, and exceptions as to scope of foreign security and perfection requirements, as are reasonably agreed by the Required Lenders), the Borrower shall cause such Loan Party to (i) execute, deliver and record a Mortgage with respect thereto, (ii) deliver a fully paid extended coverage policy or policies of title insurance (or executed proforma therefor) from a national title insurance company with respect to such Material Real Estate Asset in an amount not to exceed 100.0% of the Fair Market Value of such Material Real Estate Asset, as reasonably determined by the Borrower, naming the Collateral Agent for the benefit of the Secured Parties as the insured, insuring such Mortgage to be a valid first priority Lien on the real property described therein, free and clear of all Liens other than Permitted Liens and containing reasonable and customary endorsements (each, a "Title Policy"), (iii) deliver legal opinions of local counsel or Borrower's counsel with respect to enforceability of such Mortgage and other customary matters; (iv) deliver an existing or new ALTA survey of such Material Real Estate Asset or with such affidavits as shall be sufficient for the title insurance company to delete the standard survey exception in the applicable Title Policy; and (v) deliver an updated perfection certificate; it being understood and agreed that with respect to any Material Real Estate Asset owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a Guarantor under this Agreement, such Material Real Estate Asset shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a Guarantor under this Agreement.

(d) Subject to the applicable terms of the Security Documents, and to the extent not otherwise constituting Excluded Assets, after the acquisition by any Loan Party of any tanker or other marine vessel with a value (as reasonably estimated by the Borrower) in excess of $5.0 million, the Borrower, as soon as practicable thereafter using commercially reasonable efforts, shall cause such Loan Party to (i) execute, deliver and record a Ship Mortgage with respect thereto; (ii) deliver customary legal opinions of admiralty counsel; and (iii) deliver an updated perfection certificate; it being understood and agreed that with respect to any tanker or other marine vessel with a value (as reasonably estimated by the Borrower) in excess of $5.0 million owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a Guarantor under this Agreement, such tanker or other marine vessel shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a Guarantor under this Agreement.

(e) Notwithstanding anything to the contrary, to the extent that the Lien on any Collateral is not or cannot be created and/or perfected on the Closing Date, the Borrower shall take all necessary actions to create and/or perfect such Lien pursuant to arrangements to be mutually agreed between the Borrower and the Required Lenders acting reasonably, including those Post-Closing Actions set forth on Schedule 5.12. In addition, notwithstanding anything to the contrary, it is understood and agreed that:

(i) the Required Lenders may waive or grant extensions of time for the creation and perfection of security interests in, or obtaining Mortgages, policies of title insurance, legal opinions, surveys, appraisals or other deliverables with respect to, particular assets or the provision of any Guarantee by any Restricted Subsidiary;

(ii) other than with respect to the Deposit Accounts, securities accounts and commodities accounts (other than Excluded Accounts) with respect to which Borrower is required to deliver a Control Agreement pursuant to Section 5.10(b), perfection by control shall not be required with respect to assets requiring perfection through control agreements or other control arrangements (other than control or possession of pledged Equity Interests (to the extent certificated) that constitute Collateral);

(iii) the Collateral Agent will only be authorized (but shall not be obligated) to take actions in any non-U.S. jurisdiction or under the laws of any non-U.S. jurisdiction to create security interests in assets located or titled outside of the U.S. or to perfect or make enforceable any security interests in any such assets as follows:

(1) with respect to Equity Interests in, and Collateral owned by, Guarantors located in Mexico as of the Closing Date, equity interests pledge agreements and non-possessory pledge agreements under the Laws of Mexico, and any customary filings associated therewith; and

(2) with respect to Equity Interests in, and Collateral owned by, Foreign Subsidiaries that become Guarantors after the Closing Date, only such share pledges, debentures and similar instruments as are substantially consistent with those described in the foregoing clause (1), as applicable.

(f) No actions shall be required to perfect a security interest in (1) any vehicle, tanker, marine vessel, ISO container or other asset subject to a certificate of title, other than tankers or other marine vessels with a value (as reasonably estimated by the Borrower) in excess of $5.0 million, (2) letter-of-credit rights not constituting supporting obligations of other Collateral, (3) the Equity Interests of any Immaterial Subsidiary not constituting Collateral, (4) the Equity Interests of any Person that is not a Subsidiary or (5) commercial tort claims with a value of less than $5.0 million, except in the case of each of clauses (1) through (5), perfection actions limited solely to the filing of a UCC financing statement.

(g) [Reserved].

11. Further Assurances. From time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Required Lenders may reasonably request for the purposes of more fully creating, maintaining, preserving, perfecting or renewing the Liens granted in favor of (together with the other rights of) the Collateral Agent and the Secured Parties with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Loan Party which are required to become part of the Collateral pursuant to Section 5.10) pursuant hereto or thereto. Upon the exercise by the Collateral Agent of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Collateral Agent or the Required Lenders may be reasonably required to obtain from the Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

12. Post-Closing Covenants. The Borrower shall, and shall cause the Restricted Subsidiaries to, take the actions set forth on Schedule 5.12 (the "Post-Closing Actions") within the time periods specified therein (it being understood that (i) no Foreign Subsidiary shall be required to enter into any Loan Document and (ii) the Borrower and its Subsidiaries shall not be required to enter into any Loan Documents governed by the laws of a jurisdiction outside of the United States, in each case, until 90 days after the Closing Date (subject to extensions, and exceptions as to scope of foreign security and perfection requirements, as are reasonably agreed by the Required Lenders in their sole discretion, in each case as applicable)). Notwithstanding anything to the contrary herein or in any other Loan Document, all representations, warranties, covenants and other provisions in this Agreement and the other Loan Documents shall take into account any time extensions provided this Section 5.12, Schedule 5.12 and any post-closing letter agreement and in any amendment or extension agreement related thereto (and any time extension agreement related thereto) shall automatically be applied to any relevant representation, warranty, covenant or other provision in this Agreement and the other Loan Document.

13. Use of Proceeds. Use the proceeds of the Loans only for those purposes set forth in Section 3.16.

14. Maintenance of Ratings

. The Borrower shall use commercially reasonable efforts to obtain within ninety (90) days following the Closing Date (or as soon as reasonably practicable thereafter) and thereafter maintain a private or public corporate credit rating (or similar rating) for the Term Loan Facility from any two of Moody's, Fitch and S&P; provided that in no event shall the Borrower be required to obtain or maintain any specific rating with any such agency.

15. Payment of Advisor Fees

. The Borrower shall pay, or cause to be paid, fees, costs and expenses required to be paid by it under the Loan Documents, including, without limitation, all reasonable and documented out-of-pocket fees and expenses due to the Administrative Agent, the Collateral Agent and their legal advisors, in each case to the extent invoiced in reasonable detail and when due (after giving effect to any applicable grace periods) in accordance with the applicable terms of the Loan Documents, the Agent Fee Letter, any other fee letters and any related engagement letters; provided that such fees and expenses shall not be duplicative.

16. Lender Meetings

. The Borrower shall participate in a meeting or conference call with the Administrative Agent and the Lenders once during each fiscal quarter at such time as may be agreed to by the Borrower and the Administrative Agent (acting at the direction of the Required Lenders) (provided that the requirements of this Section 5.16 shall be satisfied by NFE providing the Lenders with access to any earnings call for such fiscal quarter with the holders of the Capital Stock of NFE).

17. Anti-Money Laundering, Anti-Corruption Laws, Ex-Im Laws and Sanctions

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(a) Comply in all material respects with Anti-Corruption Laws, Ex-Im Laws and Sanctions.

(b) Maintain policies or procedures that are reasonably designed to promote compliance by it and its Subsidiaries, and their respective directors, managers, officers and employees with applicable Anti-Corruption Laws, Ex-Im Laws, and Sanctions.

Section 6. NEGATIVE COVENANTS

The Borrower agrees that, so long as the Termination Conditions are not satisfied:

1. Limitation on Restricted Payments.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to directly or indirectly:

(i) declare or pay any dividend or make any payment or distribution on account of the Borrower's or any of its Restricted Subsidiaries' Equity Interests, including any dividend or distribution payable in connection with any merger, amalgamation or consolidation other than:

(A) dividends, payments or distributions by the Borrower payable solely in Qualified Capital Stock of the Borrower or in options, warrants or other rights to purchase Qualified Capital Stock; or

(B) dividends, payments or distributions by a Restricted Subsidiary so long as, in the case of any dividend, payment or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly-Owned Subsidiary, the Borrower or a Restricted Subsidiary receives at least its pro rata share of such dividend, payment or distribution in accordance with its Equity Interests in such class or series of securities;

(ii) redeem, purchase, repurchase, defease or otherwise acquire or retire for value any Equity Interests of the Borrower, including in connection with any merger, amalgamation or consolidation, in each case, held by a Person other than the Borrower or a Restricted Subsidiary;

(iii) make any principal payment on, or redeem, purchase, repurchase, defease, discharge or otherwise acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness (such payment and other actions described in the foregoing (subject to the exceptions in clauses (A) and (B) below), "Restricted Debt Payments"), other than:

(A) Indebtedness permitted to be incurred or issued under Section 6.3(b)(iii); or

(B) the prepayment, redemption, purchase, repurchase, defeasance, discharge or other acquisition or retirement of Subordinated Indebtedness (x) in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of prepayment, redemption, purchase, repurchase, defeasance, discharge or acquisition or retirement or (y) as permitted by the applicable subordination agreement to which such Subordinated Indebtedness is subject; provided that such subordination agreement shall be in form and substance reasonably acceptable to the Required Lenders; provided further that, unless the Required Lenders object in

writing to such subordination agreement within ten (10) Business Days following the date such subordination agreement is posted on a Platform, such subordination agreement shall be deemed acceptable to the Required Lenders; or

(iv) make any Restricted Investment,

(all such payments and other actions set forth in clauses (i) through (iv) above (other than any exceptions thereto) being collectively referred to as "Restricted Payments").

(b) Section 6.1(a) shall not prohibit any of the following:

(i) Restricted Payments made pursuant to the FLNG 2 MIP;

(ii) any payments by the Borrower to repurchase, redeem, retire or otherwise acquire or retire for value the Equity Interests (other than Disqualified Stock) of the Borrower held by any future, present or former employee, director, member of management, officer, manager, member, partner, independent contractor or consultant (or any Immediate Family Member thereof) of the Borrower or any Restricted Subsidiary of any of the foregoing (or any options, warrants, profits interests, restricted stock units or equity appreciation rights or other equity-linked interests issued with respect to any of such Equity Interests), in each case pursuant to any management, director, employee, consultant and/or advisor equity plan or equity option plan, equity appreciation rights plan, or any other management, director, employee, consultant and/or advisor benefit plan or agreement or any equity subscription or equityholder agreement, any employment termination agreement or any other employment agreement or equityholders' or similar agreement: with cash and Cash Equivalents (and including, to the extent constituting a Restricted Payment, amounts paid in respect of Indebtedness issued to evidence any obligation to repurchase, redeem, retire or otherwise acquire or retire for value the Equity Interests of the Borrower held by any future, present or former employee, director, member of management, officer, manager, member, partner, independent contractor or consultant (or any Immediate Family Member of the foregoing) of the Borrower or any Restricted Subsidiary of any of the foregoing), including any Equity Interests rolled over by management, directors, employees or consultants (or any Immediate Family Member of the foregoing) of the Borrower or any of its Restricted Subsidiaries in connection with any corporate transaction; provided that the aggregate amount of all such Restricted Payments made pursuant to this clause (ii) in any fiscal year shall not exceed $1.0 million, which, if not used in such fiscal year, may be carried forward to succeeding fiscal years; provided, further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary for no consideration from any future, present or former employees, directors, officers, managers, members, partners, independent contractors or consultants (or their respective Immediate Family Members) of the Borrower or any of its Restricted Subsidiaries in connection with a repurchase of Equity Interests of the Borrower will not be deemed to constitute a Restricted Payment for purposes of this Section 6.1 or any other provision of this Agreement;

(iii) [reserved];

(iv) Restricted Payments (1) to make cash payments in lieu of the issuance of fractional shares or interests in connection with any share dividend, share split or share combination or any acquisition or Investment (or other similar transaction) or the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests (other than Disqualified Stock) of the Borrower or any Restricted Subsidiary and (2) consisting of (A) repurchases of Equity Interests in connection with

the exercise of warrants, options or other securities convertible with or exchangeable for Equity Interests or upon the vesting of any profits interests, restricted stock units or similar incentive interests, and (B) payments made or expected to be made in respect of withholding or similar taxes payable by any future, present or former officer, director, employee, member of management, manager, member, partner, independent contractor and/or consultant (or any of their respective Immediate Family Members) of the Borrower or any Restricted Subsidiary in connection with or in lieu of repurchases described in the foregoing clause (A);

(v) repurchases of Equity Interests upon the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests (other than Disqualified Stock) or upon the vesting of any profits interests, restricted stock units or similar incentive interests, in each case if such Equity Interests represent all or a portion of the exercise price of such warrants, options or other securities convertible into or exchangeable for Equity Interests (other than Disqualified Stock) as part of a "cashless" exercise upon such exercise or vesting, as applicable;

(vi) [reserved];

(vii) [reserved];

(viii) [reserved];

(ix) to the extent otherwise constituting a Restricted Payment, the making or consummation of any Asset Sale or Disposition not constituting an Asset Sale pursuant to the exclusions from the definition thereof or transaction in accordance with the provisions of Section 6.5(b) (other than pursuant to clause (iv) of such paragraph);

(x) [reserved];

(xi) [reserved];

(xii) [reserved];

(xiii) payments or distributions (1) to satisfy dissenters' or appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto (including any accrued interest), (2) made in connection with working capital adjustments or purchase price adjustments or (3) made in connection with the satisfaction of indemnity and other similar obligations, in each case pursuant to or in connection with any acquisition, other Investment, disposition or consolidation, amalgamation, merger or transfer of assets that is not prohibited under this Agreement;

(xiv) [reserved];

(xv) the declaration and payment of regular dividends or distributions to holders of the FLNG 2 Preferred Equity for so long as such FLNG 2 Preferred Equity is outstanding and solely to the extent that the payment of such dividends are required by the terms thereof; provided that the amount of such dividends or distributions are not increased from the amounts of such dividends or distributions in effect or otherwise authorized on the Closing Date, other than increases resulting from compounding, accretion or other mechanics provided for in the terms of such Preferred Stock as in effect on the Closing Date;

(xvi) [reserved];

(xvii) [reserved];

(xviii) [reserved];

(xix) [reserved];

(xx) [reserved];

(xxi) [reserved];

(xxii) the making of any Restricted Payment within 60 days after the date of declaration thereof or the giving of irrevocable notice thereof, as applicable, if, at such date of declaration or the giving of such notice, such payment would have been permitted by any of the other clauses in this Section 6.1 (and any Restricted Payment made in reliance on this clause (xxii) shall also be deemed to have been made under such applicable clause, except for the purpose of testing the permissibility of such Restricted Payment on the date it is actually made);

(xxiii) [reserved];

(xxiv) [reserved];

(xxv) [reserved];

(xxvi) [reserved];

(xxvii) [reserved];

(xxviii)[reserved];

(xxix) [reserved];

(xxx) [reserved];

(xxxi) [reserved]; and

(xxxii) so long as no Event of Default then exists or would result therefrom, any mandatory redemption, repurchase, retirement, termination or cancellation of Disqualified Stock (to the extent treated as Indebtedness outstanding and/or incurred in compliance with Section 6.3).

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued by the Borrower or any Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment.

(c) As of the Closing Date, all of the Borrower's Subsidiaries will be Restricted Subsidiaries. The Borrower shall not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the second and third paragraphs of the definition of "Unrestricted Subsidiary." Unless otherwise specified in this Agreement, Unrestricted Subsidiaries will not be subject to any of the covenants set forth in this Agreement and will not be obligated to guarantee the Obligations. No Restricted Subsidiary may be designated as an Unrestricted Subsidiary if, on the date of and after giving effect to such designation, such

Unrestricted Subsidiary (or any Subsidiary thereof) would own (or hold an exclusive license with respect to) any Material Intellectual Property, no Material Intellectual Property may be transferred (including by way of an exclusive license) to an existing Unrestricted Subsidiary and no Unrestricted Subsidiary may, at any time, own (or hold an exclusive license with respect to) Material Intellectual Property; provided, further, the Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, consummate, directly or indirectly, any sale, lease, conveyance, transfer or other disposition whether in a single transaction or a series of related transactions (including by way of an exclusive license), contribution, dividend or other investment of any Material Intellectual Property to any Subsidiary of the Borrower other than a Loan Party.

(d) Unrestricted Subsidiaries may not use value transferred from the Borrower and its Restricted Subsidiaries pursuant to this Section 6.1 or in a Permitted Investment to purchase or otherwise acquire Indebtedness or Equity Interests of the Borrower or any of the Borrower's Restricted Subsidiaries.

2. Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause to become effective any consensual encumbrance or consensual restriction which prohibits or limits the ability of any Restricted Subsidiary to:

(i) (1) pay dividends or make any other distributions to the Borrower or any of its Restricted Subsidiaries that is a Guarantor on its Equity Interests or with respect to any other interest or participation in, or measured by, its profits, (2) pay any Indebtedness owed to the Borrower or any of its Restricted Subsidiaries that is a Guarantor, (3) grant a Lien in favor of the Collateral Agent on any Collateral; provided that, for purposes of this clause (3), a consensual restriction on granting Liens on property or assets that would constitute Collateral shall not constitute a restriction described in this clause (3) unless such restriction expressly prohibits or limits the grant of a Lien in favor of the Collateral Agent or (4) pay the Obligations;

(ii) make loans or advances to the Borrower or any of its Restricted Subsidiaries that is a Guarantor; or

(iii) sell, lease or transfer any of its properties or assets to the Borrower or any of its Restricted Subsidiaries that is a Guarantor.

(b) The restrictions in Section 6.2(a) shall not apply to encumbrances or restrictions:

(i) set forth in any agreement evidencing or governing (1) Indebtedness of a Restricted Subsidiary that is not a Guarantor permitted to be incurred pursuant to Section 6.3 and any corresponding Organizational Documents of any such Restricted Subsidiary structured as a special purpose entity incurring such Indebtedness, (2) Secured Indebtedness permitted to be incurred pursuant to Sections 6.3 and 6.6 if the relevant restriction applies only to the Person obligated under such Indebtedness and its Restricted Subsidiaries or the assets intended to secure such Indebtedness and (3) Indebtedness permitted to be incurred pursuant to Sections 6.3(b)(i), (ii), and (xiv), (as it relates to Indebtedness in respect of Sections 6.3(b)(i), (ii), (xiv), (xli) and/or (xlii)), and Sections 6.3(b)(xli) and/or (xlii);

(ii) arising under customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases,

subleases, licenses, sublicenses, joint venture agreements and other agreements entered into in the ordinary course of business;

(iii) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any assets or Equity Interests not otherwise prohibited under this Agreement;

(iv) that are assumed in connection with any acquisition of property or the Equity Interests of any Person, so long as the relevant encumbrance or restriction relates solely to the Person and its Subsidiaries (including the Equity Interests of the relevant Person or Persons) and/or property so acquired and was not created in connection with or in anticipation of such acquisition;

(v) set forth in any agreement for any disposition of any Restricted Subsidiary (or all or substantially all of the assets thereof) that restricts the payment of dividends or other distributions or the making of cash loans or advances by such Restricted Subsidiary pending such disposition;

(vi) set forth in provisions in agreements or instruments that prohibit the payment of dividends or the making of other distributions with respect to any class of Equity Interests of a Person other than on a *pro rata* basis;

(vii) imposed by customary provisions in partnership agreements, limited liability company agreements, joint venture agreements, other organizational and governance documents and other similar agreements;

(viii) on cash, other deposits or net worth or similar restrictions imposed by any Person under any contract entered into in the ordinary course of business or for whose benefit such cash, other deposits or net worth or similar restrictions exist;

(ix) set forth in documents that exist on the Closing Date, including pursuant to this Agreement, the other Loan Documents or the other Definitive Documents (as defined in the Restructuring Support Agreement) and, in each case, related documentation and related Derivative Transactions;

(x) (1) arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be incurred after the Closing Date or (2) arising under customary separateness, bankruptcy remoteness and similar provisions included in governing or other documents related to entities structured as special purpose entities in anticipation of financing arrangements, acquisition of assets or similar transactions, in each case, if the relevant restrictions, taken as a whole (as determined in good faith by the Borrower) (A) are not materially less favorable to the holders than the restrictions contained in this Agreement, (B) generally represent market terms at the time of incurrence or structuring, as applicable, taken as a whole, or (C) would not, in the good faith determination of senior management of the Borrower, at the time of incurrence or structuring, as applicable, materially impair the Borrower's ability to pay the Obligations when due;

(xi) arising under or as a result of applicable Requirements of Law or the terms of any license, authorization, concession or permit;

(xii) arising in any Hedge Agreement and/or any agreement relating to Banking Services;

(xiii) relating to any asset (or all of the assets) of and/or the Equity Interests of the Borrower and/or any Restricted Subsidiary which is imposed pursuant to an agreement entered into in connection with any disposition of such asset (or assets) and/or all or a portion of the Equity Interests of the relevant Person that is not prohibited by the terms of this Agreement;

(xiv) set forth in any agreement relating to any Permitted Lien that limits the right of the Borrower or any Restricted Subsidiary to dispose of or encumber the assets subject thereto;

(xv) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or other agreement to which the Borrower or any of its Restricted Subsidiaries is a party entered into in the ordinary course of business, consistent with past practice or consistent with industry norm; provided that such agreement (i) prohibits the encumbrance of solely the property or assets of the Borrower or such Restricted Subsidiary that are subject to such agreements, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of the Borrower or such Restricted Subsidiary or the assets or property of another Restricted Subsidiary or (ii) would not, in the good faith of the Borrower, at the time such Indebtedness is incurred, materially impair the Borrower's ability to make payments under the Loan Documents when due;

(xvi) any encumbrance or restriction with respect to a Subsidiary that was previously an Unrestricted Subsidiary which encumbrance or restriction exists pursuant to or by reason of an agreement that such Subsidiary is a party to or entered into before the date on which such Subsidiary became or is redesignated as a Restricted Subsidiary; provided that such agreement was not entered into in anticipation of an Unrestricted Subsidiary becoming or being redesignated as a Restricted Subsidiary and any such encumbrance or restriction does not extend to any assets or property of the Borrower or any Restricted Subsidiary other than the assets and property of such Subsidiary and its Subsidiaries;

(xvii) imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of any contract, instrument or obligation referred to in clauses (i) through (xvi) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, more restrictive with respect to such restrictions, taken as a whole, than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; and/or

(xviii) arising under or in connection with the transactions contemplated by the Restructuring Support Agreement and the Definitive Documents (as defined in the Restructuring Support Agreement).

For purposes of determining compliance with this Section 6.2, (1) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Equity Interests and (2) the subordination of (including the application of any standstill requirements to) loans and advances made to the Borrower or a Restricted Subsidiary to other Indebtedness incurred by the Borrower or such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

3. Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, suffer or permit to exist, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, "incur" and collectively, an "incurrence") with respect to any Indebtedness, and the Borrower shall not issue any shares of Disqualified Stock or Preferred Stock and shall not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or any Restricted Subsidiary that is not a Guarantor to issue Preferred Stock.

(b) The provisions of Section 6.3(a) shall not apply to:

(i) Indebtedness under the Loan Documents;

(ii) Indebtedness of (x) the Loan Parties owing to the New CoreCo Loan Parties and (y) the New CoreCo Loan Parties owing to the Loan Parties;

(iii) Unsecured Indebtedness of the Borrower issued or owing to any Restricted Subsidiary and/or of any Restricted Subsidiary issued or owing to the Borrower and/or any other Restricted Subsidiary; provided that any such Indebtedness of the Borrower or a Guarantor owing to any Specified Non-Guarantor is expressly subordinated in right of payment to the Obligations;

(iv) [reserved];

(v) Indebtedness, Disqualified Stock and Preferred Stock arising from any agreement providing for indemnification, adjustment of purchase price, earn out or similar obligations (including contingent earn out obligations), in each case, incurred, issued or assumed in connection with any disposition, any acquisition or Investment otherwise permitted under this Agreement or consummated prior to the Closing Date and set forth on Schedule 6.3;

(vi) Indebtedness, Disqualified Stock and Preferred Stock of the Borrower and/or any Restricted Subsidiary (1) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, completion, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary course of business and consistent with past practice or consistent with industry norm (including relating to any litigation not constituting an Event of Default under Section 7.1(a)(6)) and (2) in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments solely to support any of the items in the foregoing clause (1);

(vii) Indebtedness of the Borrower and/or any Restricted Subsidiary in respect of Banking Services and incentive, supplier finance or similar programs, in each case, incurred in the ordinary course of business, consistent with past practice or consistent with industry norm;

(viii) (1) guaranties by the Borrower and/or any Restricted Subsidiary of the obligations of suppliers, customers and licensees in the ordinary course of business, consistent with past practice or consistent with industry norm, (2) Indebtedness incurred in the ordinary course of business and consistent with past practice or consistent with industry norm in respect of obligations of the Borrower and/or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in

connection with such goods and services, and (3) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business, and consistent with past practice or consistent with industry norm;

(ix) guarantees by the Borrower and/or any Restricted Subsidiary of Indebtedness of other obligations of the Borrower or any Restricted Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to the terms of this Agreement or other obligations not prohibited by this Agreement;

(x) Indebtedness of the Borrower and/or any Restricted Subsidiary existing, or pursuant to commitments existing on the Closing Date (other than Indebtedness described in clause (i) or (ii) above) and set forth on Schedule 6.3;

(xi) [reserved];

(xii) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of obligations owing under incentive, supply, license or similar agreements entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(xiii) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of (1) the financing of insurance premiums, (2) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business consistent with past practice or consistent with industry norm, and/or (3) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business consistent with past practice or consistent with industry norm;

(xiv) Indebtedness (including with respect to Financing Leases and purchase money Indebtedness) of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the acquisition, construction, lease, expansion, development, design, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement of property (real or personal), equipment or any other asset (through the direct purchase of property, equipment or other assets but excluding any acquisition of Equity Interests of any Person owning such property, equipment or other assets) in the ordinary course of business, consistent with past practice or consistent with industry norm, used to purchase assets that are used directly or indirectly to produce, transport or deliver liquefied natural gas or power to customers (including tugs, iso containers, turbines, regasification equipment, ancillary equipment useful to ensure the proper functioning of this equipment) and is prior to, at the time of or within 270 days after the completion of such acquisition, construction, lease, expansion, development, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement; provided that, the aggregate principal amount of such Indebtedness incurred pursuant to this clause (xiv) shall not exceed an amount equal to $25.0 million;

(xv) Indebtedness (including with respect to Financing Leases and obligations in respect of charters or similar arrangements) of the Borrower and/or any Restricted Subsidiary incurred or issued to finance or refinance the chartering, leasing, acquisition, construction, expansion, development, design, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement of vessels or other assets used to produce, transport, store, regasify or deliver liquefied natural gas, LNG cargoes or power to customers (including vessels, tugs, ISO containers, regasification equipment and other ancillary equipment useful to ensure the proper

functioning of such assets), in each case in the ordinary course of business, consistent with past practice or consistent with industry norm, and incurred prior to, at the time of or within 270 days after the completion of such chartering, leasing, acquisition, construction, expansion, development, installation, repair, replacement, relocation, renewal, maintenance, upgrade or improvement; provided that the aggregate principal amount of such Indebtedness incurred in any fiscal year pursuant to this clause (xv) shall not exceed $5.0 million;

(xvi) Indebtedness issued by the Borrower to any shareholder of the Borrower or any future, current or former director, officer, employee, member of management, manager, member, partner, independent contractor or consultant (or any Immediate Family Member of the foregoing) of the Borrower or any Subsidiary solely used to finance the purchase or redemption of Equity Interests of the Borrower by such Person to the extent permitted under Section 6.1 in an aggregate principal amount not to exceed $1.0 million;

(xvii) the incurrence or issuance by the Borrower or any of its Restricted Subsidiaries of Indebtedness, Disqualified Stock or Preferred Stock incurred or issued in exchange for or as a replacement of (including by entering into alternative financing arrangements in respect of such exchange or replacement (in whole or in part), by adding or replacing lenders, creditors, agents, the Borrower and/or guarantors, or, after the original instrument giving rise to such Indebtedness, Disqualified Stock or Preferred Stock has been terminated, by entering into any credit agreement, loan agreement, note purchase agreement, indenture or other agreement), or the net proceeds of which are to be used for the purpose of modifying, extending, refinancing, renewing, replacing, redeeming, repurchasing, defeasing, acquiring, amending, supplementing, restructuring, repaying, prepaying, retiring, extinguishing or refunding (collectively, "refinance" with "refinances," "refinanced" and "refinancing" having a correlative meaning) any Indebtedness (or unutilized commitment in respect of Indebtedness), Disqualified Stock or Preferred Stock incurred or issued as permitted under any of clauses (i), (ii), (iii), (x), (xiv), (xv), (xvii), (xxi), (xxv), (xli) and (xlii) of this Section 6.3(b) (in any case, including any refinancing Indebtedness incurred in respect thereof, "Refinancing Indebtedness" and such Indebtedness, Disqualified Stock or Preferred Stock being refinanced, the "Refinanced Indebtedness") and any subsequent Refinancing Indebtedness in respect thereof; provided that:

(1) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Refinanced Indebtedness outstanding immediately prior to the consummation of such refinancing, except by (A) an amount equal to unpaid accrued interest, dividends and premiums (including tender premiums) thereon *plus* defeasance costs, underwriting discounts and other fees, commissions and expenses (including upfront fees, closing payments, original issue discount, initial yield payments and similar fees) incurred in connection with the relevant refinancing, (B) an amount equal to any existing commitments unutilized and letters of credit undrawn thereunder and (C) additional amounts permitted to be incurred pursuant to this Section 6.3 (provided that (1) any additional Indebtedness, Disqualified Stock or Preferred Stock referenced in this clause (C) satisfies the other applicable requirements of this clause (xvii) (with additional amounts incurred in reliance on this clause (C) constituting a utilization of the relevant basket or exception pursuant to which such additional amount is permitted) and (2) if such additional Indebtedness is secured, the Lien securing such Refinancing Indebtedness is permitted pursuant to Section 6.6);

(2) solely in the case of Refinancing Indebtedness with respect to Indebtedness, Disqualified Stock or Preferred Stock incurred or issued under Section 6.3(b)(x), (A) such Refinancing Indebtedness either (1) has a final maturity the same as or later than (and, in the case of revolving Indebtedness, does not require mandatory commitment reductions, if any, prior to) or (2) requires no or nominal payments in cash (other than interest payments) prior to, in each case, the earlier of (x) the final maturity of the Refinanced Indebtedness and (y) the Maturity Date and (B) other than with respect to revolving Indebtedness, such Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Refinanced Indebtedness (without giving effect to any amortization or prepayments in respect of such Refinanced Indebtedness);

(3) such Refinancing Indebtedness shall not include:

(A) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Borrower that is not a Guarantor that refinances Indebtedness or Disqualified Stock of the Borrower;

(B) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Borrower that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor; or

(C) Indebtedness or Disqualified Stock of the Borrower or Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(4) in the case of Refinancing Indebtedness incurred in respect of Indebtedness that is secured by Liens on the Collateral, such Refinancing Indebtedness shall be secured by Liens on the Collateral that do not have a higher priority than the Liens securing the Indebtedness being refinanced and shall not have a greater priority in right of payment than such Indebtedness;

(xviii) [reserved];

(xix) Indebtedness of the Borrower and/or any Restricted Subsidiary under any Derivative Transaction that was, at the time entered into, not for speculative purposes but (A) for the purpose of fixing or hedging interest rate risk with respect to any Indebtedness that is permitted by the terms of this Agreement to be outstanding; (B) for the purpose of fixing or hedging currency exchange rate risk with respect to any currency exchanges; or (C) for the purpose of fixing or hedging commodity price risk with respect to any commodity purchases or sales and, in each case, extensions or replacements thereof;

(xx) Indebtedness of the Borrower and/or any Restricted Subsidiary representing deferred compensation to current or former directors, officers, employees, members of management, managers, members, partners, independent contractors and consultants of the Borrower and/or any Restricted Subsidiary in the ordinary course of business and consistent with past practice of the Borrower and/or its Subsidiaries in an aggregate amount not to exceed $10.0 million; provided that any compensation payable in the form of Qualified Capital Stock shall not constitute Indebtedness for purposes of this clause (xx);

(xxi) Indebtedness, Disqualified Stock or Preferred Stock of the Borrower and/or any Restricted Subsidiary; provided that, at the time of incurrence or issuance thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the aggregate principal amount of such Indebtedness, Disqualified Stock or Preferred Stock then outstanding pursuant to this clause (xxi) (when aggregated with the aggregate principal amount of Refinancing Indebtedness incurred pursuant to Section 6.3(b)(xvii) in respect of such Indebtedness then outstanding) shall not, except as contemplated by Section 6.3(b)(xvii), exceed an amount equal to $25.0 million;

(xxii) [reserved];

(xxiii) [reserved];

(xxiv) [reserved];

(xxv) [reserved];

(xxvi) [reserved];

(xxvii) Indebtedness (including obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds, completion bonds or similar instruments with respect to such Indebtedness) incurred by the Borrower and/or any Restricted Subsidiary in the ordinary course of business, consistent with past practice or consistent with industry norm in respect of workers compensation claims, unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance compensation claims;

(xxviii)[reserved];

(xxix) [reserved];

(xxx) Indebtedness of the Borrower or any Restricted Subsidiary supported by any letter of credit, bank guaranty or similar instrument issued in compliance with this Section 6.3 in a principal amount not exceeding the face amount of such instrument;

(xxxi) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Borrower and/or any Restricted Subsidiary in the ordinary course of business, consistent with past practice;

(xxxii) (i) customer deposits and advance payments (including progress premiums) received in the ordinary course of business consistent with past practice or consistent with industry norm or (ii) obligations to pay, in each case, for goods and services purchased or sold in the ordinary course of business and consistent with past practice;

(xxxiii)without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses, charges and additional or contingent interest with respect to Indebtedness of the Borrower and/or any Restricted Subsidiary otherwise permitted under this Agreement;

(xxxiv)[reserved];

(xxxv) [reserved];

(xxxvi)[reserved];

(xxxvii) [reserved];

(xxxviii) Preferred Stock of the Borrower in respect of the FLNG 2 Preferred Equity in an aggregate principal amount not to exceed the amount of FLNG 2 Preferred Equity outstanding on the Restructuring Effective Date (as defined in the Restructuring Support Agreement) (*plus* any accrued, capitalized or compounding dividends and premiums or other amounts contemplated by the FLNG 2 Preferred Equity as of the Restructuring Effective Date);

(xxxix)[reserved];

(xl) Indebtedness of the Borrower or any Restricted Subsidiary incurred for bonds, guarantees, letters of credit or similar instruments required by any maritime commission or authority or other governmental or regulatory agencies, including, without limitation, customs authorities in connection with ships owned or chartered or ordinary course business conducted by the Borrower or any Restricted Subsidiary, not to exceed the amount required by such governmental or regulatory authority;

(xli) the incurrence by the Borrower or any Restricted Subsidiary of Indebtedness required for: (i) regular maintenance required to maintain the classification of any of the ships owned or chartered on bareboat terms by the Borrower or any Restricted Subsidiary, (ii) scheduled dry-docking of any of the ships owned by the Borrower or any Restricted Subsidiary for normal maintenance purposes and (iii) any expenditures that will or reasonably may be expected to be recoverable from insurance on such ships; and

(xlii) the incurrence by the Borrower or any Restricted Subsidiary of Indebtedness to finance the replacement of a marine vessel upon the total loss, destruction, condemnation, confiscation, requisition, seizure or forfeiture of, or other taking of title to or use of, such marine vessel (collectively, a "Total Loss") in an aggregate principal amount no greater than the amount that is equal to the contract price for such replacement marine vessel less all compensation, damages and other payments (including insurance proceeds other than in respect of business interruption insurance) received by the Borrower or any Restricted Subsidiary from any Person in connection with such Total Loss in excess of amounts actually used to repay Indebtedness secured by the marine vessel subject to such Total Loss.

(c) For the avoidance of doubt and notwithstanding anything herein to the contrary, (i) the accrual of interest or dividends and the accretion or amortization of original issue discount and (ii) the obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of prepayment, redemption, repurchase, defeasance, acquisition or similar payment or making of a mandatory offer to prepay, redeem, repurchase, defease, acquire, or similarly pay such Indebtedness will not be deemed to be an incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock for purposes of this Section 6.3.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because such Indebtedness is unsecured or (2) Indebtedness as

subordinated or junior to any other Indebtedness solely because such Indebtedness has a junior priority with respect to shared collateral or because it is secured by different collateral or issued or guaranteed by other obligors.

4. Asset Sales.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, consummate, directly or indirectly, an Asset Sale unless:

(i) the Borrower or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, in connection with such Asset Sale) at the time of such Asset Sale at least equal to the Fair Market Value (measured at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of;

(ii) at least 75.0% of the consideration (measured at the time of contractually agreeing to such Asset Sale) for such Asset Sale, together with all other Asset Sales completed or contractually agreed upon since the Closing Date (on a cumulative basis), received (or to be received) by the Borrower or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(iii) no Event of Default has occurred and is continuing.

(b) [Reserved.]

Notwithstanding anything herein to the contrary, no assets may be transferred to any Unrestricted Subsidiary other than pursuant to the definition of "Permitted Investments."

5. Transactions with Affiliates.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with any Affiliate of the Borrower or any Subsidiary (each of the foregoing, an "Affiliate Transaction") involving aggregate payments or consideration in excess of (at the time of the relevant transaction) $5.0 million, unless:

(i) such Affiliate Transaction is on terms, taken as a whole, that are not materially less favorable to the Borrower or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Borrower or such Restricted Subsidiary with an unrelated Person on an arm's-length basis or, if in the good faith judgment of the Borrower, no comparable transaction is available with which to compare such Affiliate Transaction, such Affiliate Transaction is otherwise fair to the Borrower or such Restricted Subsidiary from a financial point of view and when such transaction is taken in its entirety; and

(ii) the Borrower or such Restricted Subsidiary delivers to the Administrative Agent with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $10.0 million, a resolution adopted by the Board of Directors, board of managers or member(s)

of the Borrower or such Restricted Subsidiary, as applicable, approving such Affiliate Transaction.

(b) Section 6.5(a) shall not apply to the following:

(i) any transaction between or among the Borrower, one or more Restricted Subsidiaries and/or one or more joint ventures with respect to which the Borrower or any of its Restricted Subsidiaries holds Equity Interests (or any entity that becomes a Restricted Subsidiary or a joint venture, as applicable, as a result of such transaction) to the extent not prohibited by this Agreement;

(ii) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors of the Borrower in good faith;

(iii) [reserved];

(iv) (1) the making of Restricted Payments otherwise not prohibited by Section 6.1 (other than pursuant to Section 6.1(b)(ix)) and the definition of "Permitted Investments" and (2) issuances of Equity Interests and issuances and incurrences of Indebtedness, Disqualified Stock and Preferred Stock not restricted by this Agreement;

(v) transactions in existence on the Closing Date and set forth on Schedule 6.5;

(vi) the payment of all indemnification obligations and expenses owed to any Management Investor and any of their respective directors, officers, members of management, managers, employees, members, partners, independent contractors and consultants (or any Immediate Family Member of the foregoing) in connection with such management, monitoring, consulting, advisory or similar services provided by them, whether currently due or paid in respect of accruals from prior periods;

(vii) permitted management services provided by the New CoreCo Loan Parties to the Borrower and its Subsidiaries pursuant to the CoreCo-BlockerCo & FLNG2 Management Agreement, as applicable;

(viii) [reserved];

(ix) guarantees not otherwise prohibited by Section 6.1, Section 6.3 or the definition of "Permitted Investments";

(x) [reserved];

(xi) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the Board of Directors, officers, employees, members of management, managers, members, partners, consultants and independent contractors (or any Immediate Family Members of the foregoing) of the Borrower and/or any of its Restricted Subsidiaries;

(xii) transactions with customers, clients, suppliers, joint ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are (1) fair to the Borrower and/or its applicable

Restricted Subsidiary in the good faith determination of the Board of Directors of the Borrower or the senior management thereof or (2) on terms, taken as a whole, that are not materially less favorable to the Borrower and/or its applicable Restricted Subsidiary as might reasonably have been obtained at such time from a Person other than an Affiliate;

(xiii) [reserved];

(xiv) [reserved];

(xv) [reserved];

(xvi) [reserved];

(xvii) (1) investments by Permitted Holders in securities or loans of the Borrower or any of its Restricted Subsidiaries (and any payment of out-of-pocket expenses incurred by such Permitted Holders in connection therewith), including the Loans, so long as the investment is being offered generally to other investors on the same terms or on terms that are more favorable to the Borrower and (2) payments to Permitted Holders in respect of securities or loans of the Borrower or any of its Restricted Subsidiaries contemplated in the foregoing subclause (1) or that were acquired from Persons other than the Borrower and its Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans;

(xviii) transactions undertaken pursuant to a shared services agreement or pursuant to a membership in a purchasing consortium;

(xix) payment to any Permitted Holder of out of pocket expenses incurred by such Permitted Holder in connection with any direct or indirect Investment in the Borrower and its Subsidiaries;

(xx) the issuance or transfer of (1) Equity Interests (other than Disqualified Stock) of the Borrower and the granting and performing of customary registration rights and (2) directors' qualifying shares and shares issued to foreign nationals as required by applicable law;

(xxi) [reserved];

(xxii) any lease entered into between the Borrower or any Restricted Subsidiary, on the one hand, and any Affiliate of the Borrower, on the other hand, which is approved by the Board of Directors of the Borrower or is entered into in the ordinary course of business;

(xxiii) intellectual property licenses entered into in the ordinary course of business, consistent with past practice or consistent with industry norm;

(xxiv) [reserved];

(xxv) [reserved];

(xxvi) any transition services arrangement, supply arrangement or similar arrangement entered into in connection with or in contemplation of the disposition of assets or Equity Interests in any Restricted Subsidiary not in violation of Section 6.4 that the Board of Directors of the Borrower determines is either fair to the Borrower or

otherwise on customary terms for such type of arrangements in connection with similar transactions;

(xxvii) [reserved];

(xxviii)payments by the Borrower and its Subsidiaries pursuant to tax sharing agreements among the Borrower and its Subsidiaries on customary terms; provided that such payments shall not exceed the excess (if any) of the amount of taxes that the Borrower and its Subsidiaries would have paid on a stand-alone basis over the amount of such taxes actually paid by the Borrower and its Subsidiaries directly to governmental authorities and provided further that such agreement or arrangement is not materially adverse to the interests of the Lenders;

(xxix) payments to and from, and transactions with, any joint ventures or Unrestricted Subsidiary entered into in the ordinary course of business, consistent with past practice or consistent with industry norm (including any cash management activities related thereto);

(xxx) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Borrower in an Officer's Certificate) for the purposes of improving the consolidated tax efficiency of the Borrower and its Subsidiaries and not for the purpose of circumventing any covenant set forth in this Agreement;

(xxxi) [reserved]; and

(xxxii) transactions permitted pursuant to the FLNG 2 MIP and the other applicable Definitive Documents (as defined in the Restructuring Support Agreement).

6. Liens.

(a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, permit to exist, create, incur or assume any Lien that secures obligations under any Indebtedness on any asset or property of the Borrower or any Restricted Subsidiary that is not a Permitted Lien.

7. [Reserved].
8. [Reserved].
9. Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Borrower shall not merge, consolidate or amalgamate with or into or wind up into (whether or not the Borrower is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of the Borrower and its Restricted Subsidiaries, taken as a whole, in one or more related transactions to any Person.

(b) Subject to the provisions in this Agreement and the Security Documents governing release of a Guarantee, no Guarantor shall, and the Borrower shall not permit a Guarantor to, merge, consolidate or amalgamate with or into or wind up into (whether or not the Guarantor is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its and its Restricted Subsidiaries' properties or assets, taken as a whole, in one or more related transactions, to any Person unless:

(i) a Guarantor is the surviving Person or the Person formed by or surviving any such merger, consolidation, amalgamation or winding up (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company, trust or other entity organized or existing under the laws of the jurisdiction of organization of such Guarantor or any other Guarantor or the laws of the United States, any state or territory thereof or the District of Columbia (such Guarantor or such Person, as the case may be, being herein called the "Successor Guarantor");

(ii) the Successor Guarantor, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under this Agreement and such Guarantor's related Guarantee pursuant to joinders hereto and to the applicable Security Documents or other documents or instruments in form reasonably satisfactory to the Administrative Agent, and has provided all documentation and other information requested by the Agents and the Lenders in connection with Anti-Money Laundering Laws and Sanctions, including applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act; and

(iii) to the extent any assets of the Person who is merged, consolidated or amalgamated with or into the Successor Guarantor are assets of the type that would constitute Collateral under the Security Documents, the Successor Guarantor will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the applicable Security Documents in the manner and to the extent required in this Agreement or the applicable Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the applicable Security Documents; or

(iv) the transaction is not otherwise prohibited by Section 6.4.

(c) The Successor Guarantor will succeed to, and be substituted for, such Guarantor under this Agreement and the applicable Security Documents and such Guarantor's Guarantee and such Guarantor will automatically be released and discharged from its obligations under this Agreement and the applicable Security Documents.

Notwithstanding the foregoing, any Guarantor may (i) merge, consolidate or amalgamate with or into, wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties or assets to another Guarantor or the Borrower, (ii) merge, consolidate or amalgamate with or into or wind up into the Borrower or an Affiliate of the Borrower solely for the purpose of reincorporating or reorganizing such Guarantor in the United States, any state or territory thereof, the District of Columbia or the jurisdiction of organization of any other Guarantor, (iii) convert into a corporation, partnership, limited partnership, limited liability company, trust or other entity organized or existing under the laws of the jurisdiction of organization of such Guarantor or any other Guarantor, or the laws of a jurisdiction in the United States, any state or territory thereof or the District of Columbia or (iv) liquidate or dissolve or change its legal form if the Board of Directors or the senior management of the Borrower determines in good faith that such action is in the best interests of the Borrower and is not materially disadvantageous to the Lenders, in each case, without regard to the requirements set forth in Section 6.9(c).

10. [Reserved]

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11. Anti-Money Laundering, Anti-Corruption Laws, Ex-Im Laws and Sanctions

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(a) The Borrower will not, and shall not permit any Guarantor to, directly or knowingly indirectly, use the proceeds of the Loans or lend, contribute or otherwise make available such proceeds to any Person (i) to fund or facilitate any transactions, activities, or business of, with, or involving any Restricted Person in violation of Sanctions or Sanctioned Country; or (ii) in any manner that will result in a violation of Sanctions, Ex-Im Laws, Anti-Corruption Laws or Anti-Money Laundering Laws by the Borrower or any Subsidiary or any other Person (including any Agent, Lender, arranger, advisor).

(b) The Borrower shall not, and shall not permit any Guarantor to, directly or knowingly indirectly, fund all or part of any repayment of the Loans out of proceeds derived from any (i) transactions, activities, or business of, with, or involving any Restricted Person in violation of Sanctions or Sanctioned Country; or (ii) activity or transactions in violation of, or that would otherwise cause any Person (including any Agent, Lender, arranger, advisor) to be in violation of, any Anti-Corruption Laws, Anti-Money Laundering Laws, Ex-Im Laws or Sanctions.

(c) The Borrower will not, and shall not permit any Restricted Subsidiary to, violate Anti-Money Laundering Laws in any material respect.

Section 7. EVENTS OF DEFAULT

1. Events of Default.

(a) Each of the following events shall constitute an "Event of Default":

(1) the Borrower shall fail to pay any principal of any Loan when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan, or any other amount payable hereunder or under any other Loan Document, within five (5) Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof;

(2) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been incorrect in any material respect on or as of the date made or deemed made;

(3) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) of Section 5.4(a) (with respect to the Borrower only), Section 5.7(a), Section 5.13 or Section 6;

(4) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in clauses (1) through (3) of this Section 7.1(a)), and such default shall continue unremedied for a period of 30 days after the date on which a Responsible Officer of any Loan Party obtains knowledge of such default;

(5) a default under any agreement involving Material Indebtedness, or the payment of such Material Indebtedness is guaranteed by the Borrower or any of its Restricted Subsidiaries (other than (i) Indebtedness owed to the Borrower or a Restricted Subsidiary, (ii) [reserved] and (iii) with respect to Indebtedness consisting of Hedging Obligations, termination events or equivalent events pursuant to the terms of the relevant Hedge Agreement which are not the result of any default thereunder by the Borrower or any Restricted Subsidiary) and such default results in any Material Indebtedness becoming due prior to its scheduled maturity;

(6) failure by the Borrower, any Material Subsidiary or any Specified Subsidiary to pay final non-appealable judgments aggregating in excess of $50.0 million (to the extent not covered by insurance as to which the insurer has been notified of such judgment or order and has not denied its obligation), which final non-appealable judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final and non-appealable, and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(7) the Borrower, any Material Subsidiary or any Specified Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(A) commences proceedings to be adjudicated bankrupt, restructured, reorganized or insolvent;

(B) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy Law;

(C) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;

(D) makes a general assignment for the benefit of its creditors; or

(E) makes an admission in writing of its inability generally to pay its debts as they become due; or

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Borrower, any Material Subsidiary or any Specified Subsidiary, in a proceeding in which the Borrower, any such Material Subsidiary or any such Specified Subsidiary is to be adjudicated bankrupt or insolvent;

(B) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Borrower, any Material Subsidiary or any Specified Subsidiary, or for all or substantially all of the property of the Borrower, any such Material Subsidiary or any such Specified Subsidiary; or

(C) orders the winding up or liquidation of the Borrower, any Material Subsidiary or any Specified Subsidiary; and the order or decree remains unstayed and in effect for 60 consecutive days;

(9) (i) any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Pension Plan, (ii) any failure to satisfy the minimum funding standard of Section 412 of the Code and Section 302 of ERISA, whether or not waived, shall exist with respect to any Pension Plan, or any Lien in favor of the PBGC or a Pension Plan shall arise on the assets of the Borrower or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Pension Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Pension Plan for purposes of Title IV of ERISA, (iv) any Pension Plan shall terminate for purposes of Title IV of ERISA or (v) the Borrower or any Commonly Controlled Entity shall incur any liability in connection with a withdrawal from, or the Insolvency of, a Multiemployer Plan; and in each case in clauses (i) through (v) above, such event or condition results in or could reasonably be expected to result in a Material Adverse Effect;

(10) (i) the Liens created by the Security Documents shall at any time not constitute a valid and perfected Lien on any material portion of the Collateral intended to be covered thereby (unless perfection is not required by this Agreement or the Security Documents) other than (1) in accordance with the terms of the relevant Security Document and this Agreement, (2) as a result of the satisfaction of the Termination Conditions or (3) any loss of perfection that results from the failure of the Collateral Agent to maintain possession of certificates delivered to it representing securities pledged under the Security Documents and (ii) such default continues for 30 days after receipt of written notice given by the Administrative Agent or the Required Lenders;

(11) any Guarantee of any Guarantor that is a Material Subsidiary ceases to be in full force and effect (other than in accordance with the terms of such Guarantee) or such Guarantor or such group of Guarantors denies or disaffirms its obligations under its Guarantee (other than by reason of the satisfaction of the Termination Conditions); or

(12) the Borrower or any Guarantor that is a Material Subsidiary shall assert, in any pleading in any court of competent jurisdiction, that any security interest in any material Security Document is invalid or unenforceable (other than by reason of the satisfaction of the Termination Conditions, the release of the Guarantee of such Guarantor in accordance with the terms of this Agreement or the release of such security interest in accordance with the terms of this Agreement and the Security Documents); or

(13) any Change of Control shall occur.

(b) If any Event of Default shall have occurred and be continuing, then, and in any such event, (A) if such event is an Event of Default specified in Section 7.1(a)(7) or Section 7.1(a)(8), with respect to the Borrower, the Commitment of each Lender to be deemed to make Loans shall automatically terminate, the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall automatically and immediately become due and payable, and (B) subject to clause (c) below, if such event is any other Event of Default, at the direction of the Required Lenders, the Administrative Agent and/or the Collateral Agent, as applicable, shall, by notice to the Borrower, (i) declare the Commitment of each Lender to be deemed to make Loans to be terminated, whereupon such Commitments shall be terminated, (ii) declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be

immediately due and payable, and (iii) exercise any or all of rights and remedies (without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind, all such notices and demands being waived), in any combination or order that Administrative Agent and/or the Collateral Agent (acting at the direction of the Required Lenders) shall elect, in addition to such other rights or remedies as the Secured Parties may have hereunder, under the Security Documents or at law or in equity including, without limitation, (A) applying any amounts on deposit in any Deposit Account, securities account, and commodities account, or any other moneys of the Borrower or any Restricted Subsidiary in the manner provided in the Uniform Commercial Code and other relevant statutes and decisions and interpretations thereunder with respect to cash collateral and/or draw upon or make a demand under any Security Document and (B) exercising any and all rights and remedies available at law or in equity and available to it under any of the Loan Documents, including judicial or non-judicial foreclosure or public or private sale of any of the Collateral pursuant to the Security Documents.

(c) In the event of any Event of Default specified in Section 7.1(a)(5), such Event of Default and all consequences thereof (excluding any resulting payment default hereunder, other than as a result of acceleration of the Obligations) shall be annulled, waived and rescinded, automatically and without any action by the Administrative Agent or any other Credit Party, if within five (5) Business Days after such Event of Default arose:

(i) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged;

(ii) the requisite holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(iii) the default that is the basis for such Event of Default has been cured; provided that the foregoing shall not apply (A) to the failure to provide notice of a Default or Event of Default resulting from taking such prohibited action, (B) following the acceleration of the Loans and all other amounts due under this Agreement pursuant to Section 7.1(b) or (C) following receipt by the Borrower of written notice from the Required Lenders of any Default or Event of Default in respect of which the Required Lenders have expressly reserved their rights.

2. Application of Proceeds. All proceeds collected by the Collateral Agent upon any collection, sale, foreclosure or other realization upon any Collateral (including any distribution pursuant to a plan of reorganization), including any Collateral consisting of cash, shall be applied as follows:

FIRST, to the payment of all fees, costs, expenses and other amounts incurred by or otherwise owing to the Administrative Agent and the Collateral Agent (in their capacity as such hereunder or under any other Loan Document) hereunder or under any other Loan Document, including in connection with such collection, sale, foreclosure or realization or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances (if any) made by the Administrative Agent and the Collateral Agent hereunder or under any other Loan Document on behalf of any Loan Party and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of all Obligations (the amounts so applied pursuant to this clause SECOND to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution);

THIRD, to the Loan Parties, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

In addition, in the event that the Collateral Agent receives any non-cash distribution upon any collection, sale, foreclosure or other realization upon any Collateral, such non-cash distribution shall be allocated in the manner described above, with the value of such non-cash distribution being reasonably determined by the Collateral Agent (acting at the direction of the Required Lenders); provided that the Collateral Agent shall apply any cash distribution in accordance with this Section 7.2 prior to application of any such non-cash distribution. The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

Section 8. THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT.

1. Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints WTNA to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each of the Lenders hereby expressly authorizes the Administrative Agent and the Collateral Agent to execute, deliver and to perform its obligations under, each of the Loan Documents to which the Administrative Agent and the Collateral Agent, as applicable, is a party. The provisions of this Section 8 are solely for the benefit of the Administrative Agent, the Collateral Agent and the Lenders, and none of the Borrower nor any other Loan Party shall have rights as a third-party beneficiary of any of such provisions (except as provided in Section 8.6 and 8.14(d) below).

(b) WTNA shall also act as the Collateral Agent hereunder and under the other Loan Documents (and, in the case of the Collateral governed by English Law, in such capacity as Collateral Agent, as security trustee), and each of the Lenders hereby irrevocably appoints and authorizes WTNA act as the Collateral Agent (and, in the case of the Collateral governed by English Law, in such capacity as Collateral Agent, as security trustee), for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. Accordingly, the Collateral Agent, and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 8.5 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the

Collateral Agent, shall be entitled to the benefits of all provisions of this Section 8 and Section 9 (including Section 9.5(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto. Each reference to the Administrative Agent in this Section 8 shall include the Collateral Agent, and the Collateral Agent shall be entitled to all rights, privileges and immunities of the Administrative Agent.

(c) It is understood and agreed that the use of the term "agent" herein or (except as provided in any other Loan Documents) (or any other similar term) with reference to the Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

2. Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender, if applicable, as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity if such Person is a Lender. Such Person and 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 Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

3. Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the applicable Agent or its Related Parties is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that neither Agent nor any of its Related Parties shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent or such Related Party to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Bankruptcy Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Bankruptcy Law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as an Agent or any of its branches or Affiliates in any capacity;

(d) shall not be liable for any action taken or not taken by it or its Related Parties under or in connection with this Agreement or the other Loan Documents (i) with the consent or at the request or direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) or (ii) in the absence of its own gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction. The Agents

shall be deemed not to have knowledge of any Default unless and until an officer of such Agent responsible for the administration of this Agreement shall have received from the Borrower or a Lender written notice describing such Default and stating that such notice is a "notice of default";

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder, (v) the value or the sufficiency of any Collateral, (vi) perfecting, maintaining, monitoring, preserving or protecting the security interest or Lien (including the priority thereof) granted under this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, (vii) the filing, re-filing, recording, re-recording or continuing of any document, financing statement, mortgage, assignment, notice, instrument of further assurance or other instrument in any public office at any time or times, (viii) providing, maintaining, monitoring or preserving insurance (including flood insurance) on or the payment of Taxes with respect to any of the Collateral or (ix) the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents;

(f) shall not be required to qualify in any jurisdiction in which it is not presently qualified to perform its obligations as an Agent;

(g) shall not be required to (i) expend or risk its own funds or provide indemnities in the performance of any of its duties hereunder or the exercise of any of its rights or powers, or (ii) otherwise incur any financial liability in the performance of its duties hereunder or the exercise of any of its rights or powers; and

(h) the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions, Affiliated Lenders or Net Short Lenders. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution, Affiliated Lender or Net Short Lender.

No requirement in any Loan Document for a Loan Party to provide evidence, opinion, information, documentation or other material requested or required by any Agent shall be construed to mean that such Agent has any responsibility to request or require such evidence, opinion, information, documentation or other material. No Lender shall assert, and each Lender hereby waives, any claim against the Agents, including any predecessor agent, its sub-agents and their respective Affiliates in respect of any action taken or omitted to be taken by any of them, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof.

Without limiting the foregoing, in no event shall the Agents be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether such Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The permissive rights of an Agent to do things enumerated in this Agreement or the other Loan Documents shall not be construed as a duty. For purposes of clarity, and without limiting any rights, protections, immunities or indemnities afforded to the Agents hereunder (including, without limitation, this Section 8), phrases such as "satisfactory to the [Administrative Agent][Collateral Agent]," "approved by the [Administrative Agent][Collateral Agent]," "acceptable to the [Administrative Agent][Collateral Agent]," "as determined by the [Administrative Agent][Collateral Agent]," "in the [Administrative Agent][Collateral Agent]'s discretion," "selected by the [Administrative Agent][Collateral Agent]," "elected by the [Administrative Agent][Collateral Agent]," "requested by the [Administrative Agent][Collateral Agent]," "in the opinion of the [Administrative Agent][Collateral Agent]" and phrases of similar import that authorize or permit an Agent to approve, disapprove, determine, act or decline to act in its discretion shall be subject to such Agent receiving written direction from the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), to take such action or to exercise such rights.

No Agent shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility nor shall an Agent have any liability for losses arising from (i) any cause beyond its control, (ii) any delay, error, omission or default of any mail, telegraph, cable or wireless agency or operator or (iii) the acts or edicts of any government or governmental agency or other group or entity exercise governmental powers.

If at any time an Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process (including orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of any Collateral), such Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate, and if such Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, such Agent shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

No Agent shall have any liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts.

No Agent shall be under any obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) pursuant to the provisions of this Agreement, unless the Lenders shall have offered to such Agent security or indemnity (satisfactory to such Agent in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

For the avoidance of doubt, the Administrative Agent's rights, protections, indemnities and immunities provided herein shall apply to the Administrative Agent for any actions taken or omitted to be taken under this Agreement or any other Loan Documents and any other related agreements in any of their respective capacities and the Administrative Agent shall be afforded all of the rights, powers, immunities and indemnities set forth in this Agreement and in all of the other Loan Documents to which it is a signatory as if such rights, powers, immunities and indemnities were specifically set out in each such other Loan Document.

4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower or any Lender), independent accountants and other experts, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

5. Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents or attorneys-in-fact appointed by such Agent. Each Agent and any such sub-agent or attorney-in-fact may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 8 shall apply to any such sub-agent or attorney-in-fact and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as an Agent. No Agent shall be responsible for the acts or omissions of any sub-agent or attorney-in-fact appointed without gross negligence or willful misconduct, as determined by a final non-appealable judgment of a court of competent jurisdiction.

6. Resignation of the Agents. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower (and upon any such resignation as Administrative Agent, shall also resign as Collateral Agent). Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower (not to be unreasonably withheld or delayed) unless an Event of Default under Section 7.1(a)(1), (7) or

(8) is continuing, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States (which successor shall act as both Administrative Agent and Collateral Agent). If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, with the consent of the Borrower (not to be unreasonably withheld or delayed) unless an Event of Default under Section 7.1(a)(1), (7) or (8) is continuing, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if no successor agent has accepted appointment as the Administrative Agent and the Collateral Agent by the date which is 30 days following the retiring Agents' notice of resignation, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Secured Parties under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security solely for purposes of maintaining the perfection of the Lien on the Collateral securing the Obligations until such time as a successor Collateral Agent is appointed) and (b) except for any indemnity payments or other amounts owed to the retiring Agents, all payments, communications and determinations provided to be made by, to or through the Agents shall instead be made by or to each Person directly, until such time as the Required Lenders appoint a successor Administrative Agent and Collateral Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agents (except for any indemnity payments or other amounts owed to the retiring (or removed) Agents), and the retiring Agents shall be discharged from all of their duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agents' resignation hereunder and under the other Loan Documents, the provisions of this Section 8 and Section 9.5 shall continue in effect for the benefit of each retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as an Agent.

Notwithstanding anything to the contrary contained herein or in any related document, any entity into which an Agent may be merged or converted or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any entity resulting from any such conversion, sale, merger, consolidation or transfer to which such Agent is a party will be and become the successor of such Agent hereunder and will have and succeed to the rights, powers, duties, immunities and privileges of its predecessor without the execution or filing of any instrument or paper or the performance of any further act.

7. Non-Reliance on the Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

8. [Reserved]

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9. Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Bankruptcy Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated), by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under Sections 2.8 and 9.5) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and its agents and counsel, and any other amounts due the Agents under Sections 2.8 and 9.5.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

10. Collateral and Guaranty Matters.

(a) Each of the Lenders irrevocably authorizes the Collateral Agent to release or evidence the release of any Lien on any property granted to or held by the Collateral Agent under any Loan Document, to release any Guarantor from its obligations under a Guarantee or any Loan Document or to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document, in each case as provided in Section 9.20.

(b) Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Loan Documents pursuant to Section 9.20.

11. Withholding Taxes. To the extent required by any applicable Requirements of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of

Section 2.17, each Lender shall indemnify the Administrative Agent against, and shall make payable in respect thereof within thirty (30) days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 8.11. The agreements in this Section 8.11 shall survive the resignation and/or replacement of the Administrative Agent and/or the Collateral Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments, the termination of this Agreement or any other Loan Document and the repayment, satisfaction or discharge of all other Obligations.

12. [Reserved].

13. Credit Bidding. The Secured Parties hereby irrevocably authorize the Collateral Agent (either directly or via one or more acquisition vehicles), at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Collateral Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Collateral Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Collateral Agent (or the Required Lenders on its behalf) shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Required Lenders shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.1 of this Agreement), (iv) the Collateral Agent shall be authorized to assign all or any portion of the relevant Obligations to any such acquisition vehicle or vehicles pro rata by and among the Lenders as a result of which each of such Lenders shall be deemed to have received a pro rata portion of any interests, whether as equity, partnership, limited partnership interests or membership interests, in

any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle on account of the assignment of the respective Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be canceled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Lender are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Lender shall execute such documents and provide such information regarding the Lender (and/or any designee of the Lender which will receive interests in or debt instruments issued by such acquisition vehicle) as the Collateral Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

14. Return of Certain Payments.

(a) If the Administrative Agent or the Collateral Agent (x) notifies a Lender or any Person who has received funds on behalf of a Lender (any such Lender or other recipient (and each of their respective successors and assigns), a "Payment Recipient") that the Administrative Agent or the Collateral Agent, as applicable, has determined in its sole discretion (whether or not after receipt of any notice under the immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent or the Collateral Agent) received by such Payment Recipient from the Administrative Agent, the Collateral Agent or any of their Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent or the Collateral Agent pending its return or repayment as contemplated below in this Section 8.14 and held in trust for the benefit of the Administrative Agent or the Collateral Agent, as applicable, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent or the Collateral Agent may, in its sole discretion, specify in writing), return to the Administrative Agent or the Collateral Agent, as applicable, the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent or the Collateral Agent, as applicable) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent or the Collateral Agent, as applicable, in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent or the Collateral Agent, as applicable, to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or any Person who has received funds on behalf of a Lender (and each of their respective successors and assigns), agrees that if it (or a Payment Recipient on its behalf) receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest,

fees, distribution or otherwise) from the Administrative Agent or the Collateral Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent or the Collateral Agent, as applicable (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent or the Collateral Agent, as applicable (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case: (i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent or the Collateral Agent, as applicable, to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and (ii) such Lender shall use commercially reasonable efforts to (and shall use commercially reasonable efforts to cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent or the Collateral Agent, as applicable, of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 8.14(b). For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent or the Collateral Agent pursuant to this Section 8.14(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 8.14(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender hereby authorizes the Administrative Agent and the Collateral Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent or the Collateral Agent to such Lender under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent or the Collateral Agent has demanded to be returned under the immediately preceding clause (a).

(d) The parties hereto agree that (x) irrespective of whether the Administrative Agent or the Collateral Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent or the Collateral Agent, as applicable, shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, to the rights and interests of such Lender, as the case may be) under the Loan Documents with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower; provided that this Section 8.14 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent or the Collateral Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent or the Collateral Agent from the Borrower for application to the Obligations.

(e) Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, in no event shall the occurrence of an Erroneous Payment (or the existence of any Erroneous Payment subrogation rights or other rights of the Administrative Agent or the Collateral Agent in respect of an Erroneous Payment) result in the Administrative Agent or the

Collateral Agent becoming, or being deemed to be, a Lender hereunder or the holder of any Loans hereunder.

(f) To the extent permitted by applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent or the Collateral Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 8.14 shall survive the resignation or replacement of the Administrative Agent and/or the Collateral Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

15. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of Section 406 of ERISA and Section 4975 of the Code such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84- 14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 9. MISCELLANEOUS

1. Amendments and Waivers. Neither this Agreement or any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 9.1. The Lenders at least constituting the Required Lenders, the Borrower and each other Loan Party which is a party to the relevant Loan Document may, or (with the written consent of the Lenders at least constituting the Required Lenders) the Administrative Agent, the Borrower and each other Loan Party which is a party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents (including amendments and restatements hereof or thereof) for the purpose of adding or removing any provisions to this Agreement or the other Loan Documents or changing in any manner the rights and obligations of the Lenders or the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as may be specified in the instrument of waiver, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default; provided, however, that the Administrative Agent may, with the consent of the Borrower only and without the need to obtain the consent of any Lender, amend, supplement or modify this Agreement or any other Loan Document to cure any ambiguity, omission, defect or inconsistency, so long as the Lenders shall have received at least five Business Days' prior written notice thereof and Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Lenders constituting at least the Required Lenders stating that the Lenders constituting at least the Required Lenders object to such amendment; provided, further, however, notwithstanding anything in this Section 9.1 to the contrary, that no such waiver, amendment, supplement or modification of any portion of this Agreement or any other Loan Document shall:

(i) forgive the principal amount of any Loan, change the final scheduled date of maturity or scheduled payment date of any principal of any Loan, or extend the time for payment of any principal, interest (including PIK Interest), fees or premium (including pursuant to Section 2.10(a)(i)), or increase the amount of, or extend the expiration date of any Commitment of any Lender, in each case without the consent of each Lender;

(ii) reduce or delay the stated rate of any interest (including PIK Interest), fee or premium (including pursuant to Section 2.10(a)(i)) payable under this Agreement (except in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required

Lenders)) or change the form of interest payment (e.g., cash or PIK), in each case without the consent of each Lender;

(iii) extend, postpone or otherwise modify the Maturity Date of any Class of Term Loans, in each case without the consent of each Lender holding Loans of such Class;

(iv) amend, modify or waive any provision of Section 2.10(b), this Section 9.1 or the definition of Class, Permitted Discharge, Required Lenders, or Type (or any of their component definitions) in each case without the consent of each Lender; provided that certain agreements may be amended without the consent of the Required Lenders as contemplated by the last clause of this Section 9.1;

(v) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents without the consent of each Lender;

(vi) amend, modify or waive any provision of Section 8, or any other provision affecting the rights, duties, protections, immunities, indemnities or obligations of the Administrative Agent or the Collateral Agent, without the consent of the Administrative Agent and the Collateral Agent, as applicable;

(vii) amend, modify or waive the definition of Pro Rata Share or any provision of Section 2.14 or Section 7.2 without the consent of each Lender;

(viii) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender, except (A) solely to the extent the release of such Collateral is permitted pursuant to Section 9.20 (in which case such release may be made without the consent of any Lender) or (B) upon satisfaction of the Termination Conditions;

(ix) release all or substantially all of the value of the Guarantees without the written consent of each Lender, except (A) solely to the extent the release of any Subsidiary from a Guarantee is permitted pursuant to Section 9.20 (in which case such release may be made without the consent of any Lender) or (B) upon satisfaction of the Termination Conditions;

(x) waive all affirmative and negative covenants without the consent of each Lender; or

(xi) (A) subordinate, or have the effect of subordinating, the Obligations hereunder to any other Indebtedness or (B) subordinate the Lien of the Collateral Agent in all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender;

provided, further, that any Loan Document may be waived, amended, supplemented or modified pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent and/or the Collateral Agent (without the consent of any Lender) solely to grant a new Lien for the benefit of the Secured Parties or extend an existing Lien over additional property. Affiliated Lenders shall at all times be subject to the voting restrictions specified in Section 9.6(g).

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent, the Collateral Agent and all future holders of the Loans.

Notwithstanding the foregoing, Security Documents and related documents executed in connection with this Agreement may be in a form reasonably determined by the Collateral Agent and the Administrative Agent and may be, together with this Agreement, amended and waived with the consent of the Administrative Agent, the Collateral Agent and the Borrower only and without the need to obtain the consent of any Lender if such amendment or waiver is not adverse to the Lenders and is delivered solely to the extent necessary to (i) comply with local Law or advice of local counsel or (ii) cause such Guarantee, Security Document or related document to be consistent with this Agreement and the other Loan Documents, in each case, as certified by the Borrower.

Furthermore, notwithstanding anything to the contrary herein, with the consent of the Administrative Agent at the request of the Borrower (without the need to obtain any consent of any Lender), any Loan Document may be amended to add terms that are favorable to all of the Lenders including to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties.

Notwithstanding the foregoing, the Borrower may consummate a Permitted Discharge with the consent of the Required Lenders; provided that the definition of Permitted Discharge (or any of its component definitions or section references) may not be amended, supplemented or otherwise modified without the consent of each Lender.

If the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Loan Document), then the Administrative Agent (acting in its sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document (unless the Required Lenders object to such amendment within five Business Days of notification of such amendment to the Lenders).

2. Notices. Except as otherwise provided in Section 2.6(c), all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of facsimile notice, when received, addressed, in the case of the Loan Parties, the Collateral Agent and the Administrative Agent, as follows and (b) in the case of the Lenders, to the Administrative Agent for distribution to the applicable Lenders or (c) in the case of any party, to such other address as such party may hereafter notify to the other parties hereto:

the Loan Parties:

NFE FLNG 2 PARENT LLC
C/o New Fortress Energy Inc.
111 W. 19th Street, 8th Floor
New York, NY 10011
Attention: Matthew Reinhard – Authorized Signatory
Telephone: 516-268-7406
Email: mreinhard@newfortressenergy.com

with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
Attention: David Passes
One Manhattan West
New York, NY 10001
Telephone: 212-735-2954
Email: david.passes@skadden.com

the Administrative Agent:

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Jeffery Rose
Email: jrose@wilmingtontrust.com

and the Collateral Agent:

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Jeffery Rose
Email: jrose@wilmingtontrust.com

with a copy to, in each case of the Administrative Agent and Collateral Agent (but which copy shall not constitute notice):

Seward & Kissel LLP
One Battery Park Plaza
New York, NY 10004
Attention: Gregg Bateman
Email: bateman@sewkis.com

provided that any notice, request or demand to or upon the Agents or any Lender shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

The platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the accuracy or completeness of the materials and/or information provided by or on behalf of the Borrower hereunder ("Borrower Materials") or the adequacy of the platform, and expressly disclaim liability for errors in or omissions from the borrower materials. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any agent party in connection with the borrower materials or the platform. In no event shall the Agents or any of its Related Parties (each, an "Agent Party") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Agents' transmission of materials and/or information provided by or on behalf of the Borrower hereunder through the Platform or the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

3. No Waiver; Cumulative Remedies

. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

4. Survival of Representations and Warranties. All representations and warranties made herein, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

5. Payment of Expenses; Indemnification.

(a) The Borrower agrees (i) to pay or reimburse each Agent for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Term Loan Facility and the development, negotiation, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, limited in the case of counsel fees to the reasonable and documented fees and disbursements of a single law firm as counsel to the Agents and one local counsel to the Agents, taken as a whole, in any relevant jurisdiction and the charges of any Platform, (ii) to pay or reimburse the Agents for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including documentary taxes associated with the Term Loan Facility and all costs and expenses incurred during any legal proceeding, including any proceeding under any Bankruptcy Laws, limited in the case of counsel fees payable pursuant to this clause (ii) to the reasonable and documented fees and disbursements of a single law firm as counsel to the Agents taken as a whole, and one local counsel to the Agents taken as a whole in any relevant material jurisdiction (or, with respect to enforcement, any relevant jurisdiction) and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel in each relevant jurisdiction but excluding, in each case, Taxes except to the extent such Taxes (A) represent liabilities, obligations, penalties, demands, actions, losses, claims or damages arising from a non-Tax claim, (B) constitute Indemnified Taxes or (C) are otherwise indemnifiable Taxes under the Loan Documents, (iii) to pay or reimburse the Lenders for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, negotiation, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, limited in the case of counsel fees payable pursuant to this clause (iii) to the reasonable and documented fees and disbursements of a single law firm as counsel to the Lenders and one local counsel to the Lenders, taken as a whole, in any relevant jurisdiction and, if a conflict exists among such Lenders, one additional primary counsel, (iv) to pay, indemnify, or reimburse the Agents for; and hold the Agent harmless from, any and all reasonable and documented recording and filing fees, if any, which may be payable or determined to be payable in connection with the execution and delivery of or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of this Agreement, the other Loan Documents and any such other documents and (v) to pay, indemnify or reimburse each Lender, each Agent and their respective affiliates, and their respective officers, directors, members, partners, employees, advisors, agents, controlling persons and other representatives (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, claims (including Environmental Claims), actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, attorney's fees and expenses and the costs of enforcement of this Agreement or any provision hereof) (limited to, in the case of counsel, the reasonable and documented fees and disbursements of (A) a single law firm as counsel to the Agents taken as a whole and one local counsel to the Agents taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (*plus* if applicable, any additional counsel in the event of a conflict) in each relevant jurisdiction) and (B) a single law firm as counsel to the Indemnitees (other than the Agents) taken as a whole and one local counsel to the Indemnitees (other than the Agents) taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (*plus* if applicable, any additional counsel in the event of a conflict)

in each relevant jurisdiction, whether direct, indirect, special or consequential, incurred by an Indemnitee or asserted against any Indemnitee arising out of, in connection with, or as a result of (A) the execution, enforcement or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby, (B) any Loan or the use or proposed use of the proceeds thereof, (C) any actual or alleged presence or Release of Hazardous Materials on, at, under or from any property owned, occupied or operated by the Borrower or any of its Subsidiaries, or any liability under any Environmental Law related in any way to the Borrower or any of its Subsidiaries or any of their respective properties, or (D) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by the Borrower or any other Loan Party or their respective equity holders, affiliates, creditors or security holders, and regardless of whether any Indemnitee is a party thereto (all the foregoing in this clause (iv), collectively, the "Indemnified Liabilities"), but excluding, in each case, Taxes other than any Taxes that (A) represent liabilities, obligations, penalties, demands, actions, losses, claims, prepayments, suits, costs, expenses, disbursements or damages arising from a non-Tax claim, (B) constitute Indemnified Taxes, or (C) are otherwise indemnifiable Taxes under the Loan Documents; provided that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities (x) are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from (I) solely in respect of the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence or willful misconduct of such Indemnitee or (II) in respect of an Indemnitee other than the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence, bad faith, willful misconduct or material breach of its obligations under this Agreement of such Indemnitee or any of its Related Parties or (y) resulted from any dispute that does not involve an act or omission by the Borrower or any of its Affiliates, shareholders, partners or other equity holders and that is brought by an Indemnitee or any of its Related Parties against another Indemnitee or any of its Related Parties other than any claims by or against an Indemnitee in its capacity or in fulfilling its role as an Agent. No Indemnitee shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems. No Indemnitee shall assert against any Loan Party and no Loan Party shall assert against any Indemnitee, and each Indemnitee and each Loan Party hereby waives, any special, punitive, indirect or consequential or exemplary damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) provided that nothing contained in this sentence shall limit any Loan Party's or Lender's indemnification and reimbursement obligations to the extent such special, indirect, consequential or punitive damages are included in any third-party claim with respect to which such Indemnitee is entitled to indemnification hereunder. Without limiting the foregoing, and to the extent permitted by applicable Law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries so to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 9.5 shall be payable not later than 30 days after written demand therefor (with backup documentation supporting such indemnity request). Statements payable by the Borrower pursuant to this Section 9.5 shall be submitted to the Borrower at the address of the Borrower set forth in Section 9.2, or to such other Person or address as may be hereafter designated by the Borrower in a notice to the Administrative Agent. 'Related Parties' as used in this clause (a) shall only refer to the Related Parties of an Indemnitee to the extent the Indemnitee is not a natural person. The agreements in this Section 9.5 shall survive the termination of the Commitments, the termination of this Agreement or any other

Loan Document, the resignation and/or replacement of the Administrative Agent and/or the Collateral Agent and repayment of the Loans and all other amounts payable hereunder.

(b) Without duplication of Section 2.17(d) or clause (a) above, Borrower agrees (i) to hold each Lender and each Agent harmless from, any and all reasonable and documented recording and filing fees and any and all liability with respect to, or resulting from any delay in paying Other Taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents and (ii) to hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, claims (including Environmental Claims), actions, judgments, suits, and reasonable and documented costs, expenses or disbursements of any kind or nature whatsoever (limited to, in the case of counsel, the reasonable and documented fees and disbursements of (A) a single law firm as counsel to the Agents taken as a whole and one local counsel to the Agents taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (*plus* if applicable, any additional counsel in the event of a conflict) in each relevant jurisdiction and (B) a single law firm as counsel to the Indemnitees (other than the Agents) taken as a whole and one local counsel to the Indemnitees (other than the Agents) taken as a whole in any relevant jurisdiction and, if a conflict exists among such Persons, one additional primary counsel and, if necessary or advisable, one local counsel (*plus*, if applicable, any additional counsel in the event of a conflict) in each relevant jurisdiction) whether direct, indirect, special or consequential, incurred by an Indemnitee or asserted against any Indemnitee arising out of, in connection with, or as a result of (A) the execution, enforcement or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (B) any Loan or the use or proposed use of the proceeds thereof, (C) any actual or alleged presence or Release of Hazardous Materials on, at, under or from any property owned, occupied or operated by the Borrower or any of its Subsidiaries, or any liability under any Environmental Law related in any way to the Borrower or any of its Subsidiaries or any of their respective properties, or (D) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by the Borrower or any other Loan Party or their respective equity holders, affiliates creditors or security holders, and regardless of whether any Indemnitee is a party thereto, but excluding, in each case of this clause (ii), Taxes other than any Taxes that (A) represent liabilities, losses, obligations, penalties, demands, actions, prepayments, suits, costs, expenses, disbursements, claims or damages arising from a non-Tax claim, (B) constitute Indemnified Taxes under the Loan Documents, or (C) are otherwise indemnifiable Taxes; provided that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities (x) are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from (I) solely in respect of the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence or willful misconduct of such Indemnitee or (II) in respect of an Indemnitee other than the Administrative Agent, the Collateral Agent or its respective Related Parties, the gross negligence, bad faith, willful misconduct or material breach of its obligations under this Agreement of such Indemnitee or any of its Related Parties or (y) resulted from any dispute that does not involve an act or omission by the Borrower or any of its Affiliates, shareholders, partners or other equity holders and that is brought by an Indemnitee or any of its Related Parties against another Indemnitee or any of its Related Parties other than any claims by or against an Indemnitee in its capacity or in fulfilling its role as the Administrative Agent or the Collateral Agent.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsections (a) and (b) of this Section 9.5 to be paid by it to any Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to indemnify each Agent (or any such sub-agent) or such Related Party, as the case may be, against any loss, claim, damage, liability or related expense and pay to such Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such indemnified loss, claim, damage, liability or related expense or unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for such Agent (or any such sub-agent) in connection with such capacity.

6. Successors and Assigns; Participations and Assignments.

(a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent, the Collateral Agent, all future holders of the Loans and their respective successors and assigns, except that no Loan Party may assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except as described in this Section 9.6.

(b) Any Lender may, without the consent of the Borrower, in accordance with applicable Law, at any time sell to one or more banks, financial institutions or other entities (each, a "Participant") participating interests in any Loan owing to such Lender or any other interest of such Lender hereunder and under the other Loan Documents; provided, however, that no Lender shall be permitted to sell any such participating interest to (i) any of the Affiliated Lenders or any of their respective Affiliates or any of their respective associated investment funds (except as provided in clause (g) below), (ii) any Person that is a Defaulting Lender or a Disqualified Institution, (iii) the Borrower or any of its Subsidiaries (except as provided in Section 9.6(f)) or (iv) any natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural person). In the event of any such sale by a Lender of a participating interest to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Loan Documents, and the Borrower and the Agents shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. In no event shall any Participant under any such participation have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom, except to the extent that such amendment, waiver or consent would require the consent of all Lenders pursuant to Section 9.1. The Borrower agrees that if amounts outstanding under this Agreement and the Loans are due or unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall, to the maximum extent permitted by applicable law, be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement; provided that, in purchasing such participating interest, such Participant shall be deemed to have agreed to share with the Lenders the proceeds thereof as provided in Section 2.14 as fully as if such Participant were a Lender hereunder. The Borrower also agrees that each Participant shall be entitled through the Lender granting the participation to the benefits of Sections 2.15, 2.16 or 2.17 (subject to the requirements and limitations of such Sections, Section 2.18 and 2.19, including the requirements of Section 2.17(f) and (g) (it being

agreed that any required forms shall be provided solely to the participating Lender)) with respect to its participation in the Commitments and the Loans outstanding from time to time as if such Participant were a Lender; provided that no Participant shall be entitled to receive any greater amount pursuant to any such Section than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred, except to the extent that entitlement to a greater amount results from a Change in Law that occurs after such Participant acquires the applicable participation, unless such transfer was made with the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed). Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and stated interest amounts of each Participant's interest in the Loans held by it (the "Participant Register"). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of the participation in question for all purposes of this Agreement, notwithstanding notice to the contrary. No Lender shall have any obligation to disclose all or any portion of a Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. Neither Agent shall be responsible for maintaining or establishing any Participant Register.

(c) Any Lender (an "Assignor") may, in accordance with applicable Law and the written consent of the Administrative Agent (which shall not be unreasonably withheld or delayed) and, so long as no Event of Default under Section 7.1(a)(1), (7) or (8) has occurred and is continuing, the Borrower (such consent not to be unreasonably withheld, conditioned or delayed and provided that the Borrower shall be deemed to have consented unless the Borrower shall have objected thereto within ten (10) Business Days after having received written notice thereof), at any time and from time to time assign to any Lender or any affiliate, Related Fund or Control Investment Affiliate thereof, or to an additional bank, financial institution or other entity (an "Assignee") all or any part of its rights and obligations under this Agreement pursuant to an Assignment and Acceptance executed by such Assignee and such Assignor and delivered to the Administrative Agent for its acceptance and recording in the Register; provided that assignments made to any Lender, an affiliate of a Lender or a Related Fund will not be subject to the above described consents of the Administrative Agent or the Borrower; provided, further, that no assignment to an Assignee (other than any Lender or any affiliate thereof) of Commitments shall be in an aggregate principal amount of less than $1,000,000 (other than in the case of an assignment of all of a Lender's interests in the Term Loan Facility under this Agreement) and, after giving effect thereto, the assigning Lender (if it shall retain any Commitment) shall have a Commitment of at least $1,000,000 unless otherwise agreed by the Administrative Agent and the Borrower; provided, further, that, notwithstanding anything to the contrary in this Section 9.6(c), the initial Lender shall be permitted to assign, in whole or in part, its Commitments and/or Term Loans hereunder on the Closing Date to such assignees as may be party to, and specified on a master schedule to, a Master Consent and Assignment to become effective as of the Closing Date (including the applicable Existing Credit Agreement Lenders and the Existing Credit Agreement Participants party thereto), without consent of any other party hereto, but subject to a completed and executed Master Consent and Assignment which is countersigned by the Administrative Agent; provided, however, no Lender shall be permitted to assign all or any part of its rights and obligations under this Agreement to (i) any of the Affiliated Lenders or any of their respective Affiliates or any of their respective associated investment funds (except as provided in clause (g) below), (ii) any Person that is a Defaulting Lender or a Disqualified Institution, (iii) the Borrower or any of its Subsidiaries (except as provided in clause (f) below) or (iv) any natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary

benefit of a natural person) other than any natural person acquiring Term Loans from an Affiliated Lender. Upon such execution, delivery, acceptance and recording in the Register, from and after the effective date determined pursuant to such Assignment and Acceptance, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Acceptance, have the rights and obligations of a Lender hereunder with Commitments and/or Loans as set forth therein, and (y) the Assignor thereunder shall, to the extent of the interest assigned in such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of an Assignor's rights and obligations under this Agreement, such Assignor shall cease to be a party hereto, except as to Sections 2.16, 2.17 and 9.5 in respect of the period prior to such effective date). For purposes of the minimum assignment amounts set forth in this paragraph, multiple assignments by two or more Related Funds shall be aggregated.

(d) Any designation of a Disqualified Institution (x) shall not have retroactive effect to disqualify an entity in respect of any prior assignment, participation, executed trade with respect to the foregoing that has not yet settled or executed commitment advice letter, in respect of any Lender or potential Lender permitted hereunder at the time of such assignment, participation, executed trade or commitment advice letter and (y) shall not take effect until one (1) Business Day after written notice to the Administrative Agent. The Administrative Agent shall not be responsible for monitoring compliance with the Disqualified Institution list and shall have no liability for non-compliance by any Lender.

(e) Upon its receipt of an Assignment and Acceptance executed by an Assignor and an Assignee (and, in any case where the consent of any other Person is required by Section 9.6(c), by each such other Person) together with payment to the Administrative Agent of a registration and processing fee of $3,500 (provided, however, that (i) Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (ii) no such fee shall be required to be paid in the case of an Assignee which is already a Lender or any affiliate, Related Fund or Control Investment Affiliate thereof in connection with an assignment from an affiliate, Related Fund or Control Investment Affiliate of such Lender), the Administrative Agent shall (A) promptly accept such Assignment and Acceptance and (B) on the effective date determined pursuant thereto record the information contained therein in the Register and give notice of such acceptance and recordation to the Borrower. On or prior to such effective date, the Borrower, at its own expense, upon request, shall execute and deliver to the assigning Lender a new Loan Note to such Assignee in an amount equal to the Commitment assumed or acquired by it pursuant to such Assignment and Acceptance and, if the Assignor has retained a Commitment, upon request, a new Loan Note to the Assignor in an amount equal to the Commitment retained by it hereunder. Such new Loan Note or Loan Notes shall otherwise be in the form of the Loan Note or Loan Notes replaced thereby.

(f) Any Lender may, so long as no Default or Event of Default has occurred and is continuing, at any time, assign all or a portion of its rights and obligations with respect to Term Loans under this Agreement to Borrower or any of its Subsidiaries through Dutch auctions or other offers to purchase made in writing simultaneously to all Lenders on a pro rata basis consistent with procedures to be agreed between the Borrower and the Administrative Agent; provided, further, that:

(i) (a) the principal amount of such Term Loans, along with all accrued and unpaid interest thereon, so contributed, assigned or transferred to the Borrower and not concurrently assigned to any bank, financial institution or other entity in accordance with this Section 9.6 shall be deemed automatically canceled and extinguished on the date of such contribution, assignment or transfer, (b) the aggregate outstanding principal amount of Term Loans of the remaining Lenders shall reflect such

cancellation and extinguishing of the Term Loans then held by the Borrower and (c) the Borrower shall promptly provide notice to the Administrative Agent of such contribution, assignment or transfer of such Term Loans, and the Administrative Agent, upon receipt of such notice, shall reflect the cancellation of the applicable Term Loans in the Register;

(ii) the aggregate outstanding principal amount of the Term Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans purchased by, or contributed to (in each case, and subsequently canceled pursuant to clause (i) above), the Borrower pursuant to Section 9.6(f) and the principal repayment installments with respect to the Term Loans of such Class pursuant to Section 2.3 shall be reduced pro rata by the par value of the aggregate principal amount of Term Loans so purchased or contributed (and subsequently canceled) to the extent such purchase or contribution was not financed with revolving indebtedness, with such reduction being applied solely to the Term Loans of the Lenders which sold such Term Loans.

(g) Notwithstanding anything else to the contrary contained in this Agreement, (x) any Lender may assign all or a portion of its Term Loans to any Person that, after giving effect to such assignment, would be an Affiliated Lender and (y) no Affiliated Lender may acquire Term Loans other than through Dutch auctions or other offers to purchase made in writing simultaneously to all Lenders on a pro rata basis; provided that (i) the assigning Lender and Affiliated Lender shall execute and deliver to the Administrative Agent an Affiliated Lender Assignment and Acceptance in lieu of an Assignment and Acceptance; (ii) no Affiliated Lender shall be required to represent or warrant that it is not in possession of material non-public information with respect to the Borrower and/or any of its Subsidiaries and/or their respective securities in connection with any assignment permitted by this Section 9.6(g); and (iii) no Term Loan may be assigned to an Affiliated Lender pursuant to this Section 9.6(g), if after giving effect to such assignment, the Affiliated Lenders together in the aggregate would own in excess of 15% of the aggregate principal amount of the Term Loans then outstanding (calculated as of the date of such purchase after giving effect to any simultaneous cancellation thereof). Notwithstanding anything to the contrary in this Agreement, no Affiliated Lender shall have any right to (i) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Loan Parties are not invited, (ii) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to any Loan Party or its representatives (and in any case, other than the right to receive notices of prepayments and other administrative notices in respect of its Loans required to be delivered to Lenders) or (iii) make or bring (or participate in, other than as a passive participant in or recipient of its pro rata benefits of) any claim, in its capacity as a Lender, against the Administrative Agent or the Collateral Agent with respect to any duties or obligations or alleged duties or obligations of such Agent under the Loan Documents; provided that this clause (iii) shall not prohibit the making or bringing of any claim arising out of the gross negligence or willful misconduct of the Administrative Agent or the Collateral Agent. Notwithstanding anything in Section 9.1 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the "Required Lenders" have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document or (iii) directed or required the Administrative Agent, the Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, all Term Loans held by any Affiliated Lender shall be deemed to have voted in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Affiliated Lenders for all purposes of calculating whether the Required Lenders have taken any actions; provided that the foregoing voting provisions shall not

apply with respect to any amendment, modification, waiver or consent that (x) affects such Affiliated Lender in a disproportionate and adverse manner as to the other Lenders of the same Class and/or (y) deprives such Affiliated Lender of its pro rata share of any payment to which all Lenders of the same Class are entitled. Each Affiliated Lender hereby agrees that if a case under Title 11 of the United States Code is commenced against any Loan Party, each such Affiliated Lender shall consent to provide that the vote of such Affiliated Lender (in its capacity as a Lender) with respect to any plan of reorganization of such Loan Party shall be deemed to be without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Affiliated Lenders, except that such Affiliated Lender's vote (in its capacity as a Lender) may be counted to the extent any such plan of reorganization proposes to treat the Obligations held by such Affiliated Lender in a manner that is less favorable in any respect to such Affiliated Lender than the proposed treatment of similar Obligations held by Lenders that are not Affiliates of the Borrowers. In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or prospective Participant is an Affiliated Lender nor shall the Administrative Agent be obligated to monitor the number of Affiliated Lenders or the aggregate amount of Loans held by Affiliated Lenders.

(h) [Reserved].

(i) [Reserved].

(j) [Reserved].

(k) [Reserved].

(l) [Reserved].

(m) The aggregate outstanding principal amount of the Term Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans purchased by, or contributed to (in each case, and subsequently canceled hereunder unless concurrently assigned to a bank, financial institution or other entity in accordance with Section 9.6) and the principal repayment installments with respect to the Term Loans of such Class pursuant to Section 2.3 shall be reduced pro rata by the par value of the aggregate principal amount of Term Loans so purchased or contributed (and subsequently canceled), with such reduction being applied solely to the Term Loans of the Lenders which sold such Term Loans.

(n) For the avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section 9.6 concerning assignments of Loans and Loan Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests in Loans and Loan Notes, including any pledge or assignment by a Lender of any Loan or Loan Note to any Federal Reserve Bank in accordance with applicable Law.

(o) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPC"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender.

Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any state thereof. Each party hereto also agrees that each SPC shall be entitled to the benefits of Sections 2.15, 2.16 or 2.17 (subject to the requirements and limitations of such Sections, Section 2.18 and 2.19, including the requirements of Section 2.17(f) and (g) (it being agreed that any required forms shall be provided solely to the Granting Lender)) with respect to its granted interest in the Commitments and the Loans outstanding from time to time as if such SPC were a Lender; provided that no SPC shall be entitled to receive any greater amount pursuant to any such Section than the Granting Lender would have been entitled to receive in respect of the amount of the interest granted by such Granting Lender to such SPC had no such grant occurred, except to the extent that entitlement to a greater amount results from a Change in Law that occurs after such interest was granted, unless such transfer was made with the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed). In addition, notwithstanding anything to the contrary in this Section 9.6(o), any SPC may (A) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and with the payment of a processing fee in the amount of $3,500 (which processing fee may be waived by the Administrative Agent in its sole discretion), assign all or a portion of its interests in any Loans to the Granting Lender, or with the prior written consent of the Borrower and the Administrative Agent (which consent shall not be unreasonably withheld) and with the payment of a processing fee in the amount of $3,500 (which processing fee may be waived by the Administrative Agent in its sole discretion) to any financial institutions providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans, and (B) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC; provided that non-public information with respect to the Borrower or its Affiliates may be disclosed only with the Borrower's consent which will not be unreasonably withheld. This Section 9.6(o) may not be amended without the written consent of any SPC with Commitments outstanding at the time of such proposed amendment. To the extent an SPC provides a Loan, the applicable Granting Lender shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each SPC and the principal and stated interest amounts of each SPC's interest in the Loans held by it (the "SPC Register"). The entries in the SPC Register shall be conclusive, absent manifest error, and such Granting Lender shall treat each person whose name is recorded in the SPC Register as the owner of the participation in question for all purposes of this Agreement, notwithstanding notice to the contrary. No Granting Lender shall have any obligation to disclose all or any portion of a SPC Register (including the identity of any SPC or any information relating to a SPC's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

7. Set-off

(a) In addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuation of any Event of Default, each Lender shall have the right, without prior notice to the Borrower or any other Loan Party, any such notice being expressly waived by the Borrower and such Loan Party to the extent permitted by applicable Law, upon any amount becoming due and payable by the Borrower or any other Loan Party hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and

appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower or such Loan Party. Each Lender agrees promptly to notify the Administrative Agent after any such setoff and application made by such Lender.

8. Counterparts.

(a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

(b) The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement or any other Loan Document and the transactions contemplated hereby shall be deemed to include Electronic Signatures, 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, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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.

10. Integration. This Agreement and the other Loan Documents, represent the entire agreement of the Borrower, the Administrative Agent, the Collateral Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, the Collateral Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

11. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

12. Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, in each case, in the County of New York, Borough of Manhattan, 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;

(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 its address set forth in Section 9.2 or at such other address of which the Administrative Agent (or in the case of the Administrative Agent, the other parties hereto) shall have been notified pursuant thereto;

(d) agrees that the Agents and the Lenders retain the right to bring proceedings against any Loan Party in the courts of any other jurisdiction in connection with the exercise of any rights under any Security Document or the enforcement of any judgment;

(e) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(f) 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 9.12 any special, exemplary, punitive or consequential damages.

13. Acknowledgments. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a)(i) the arranging and other services regarding this Agreement provided by the Agents are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Agents, on the other hand, (ii) each of the Borrower and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) each of the Borrower and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b)(i) each of the Agents are and have been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (ii) none of the Agents has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (c) the Agents and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Agents has any obligation to disclose any of such interests to the Borrower or any of its Affiliates; and (d) each of the Agents (i) is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services, (ii) in the ordinary course of business, may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower and other companies with which the Borrower may have commercial or other relationships and (iii) with respect to any securities and/or financial instruments so held by the Agents or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. To the fullest extent permitted by law, each of the Borrower and each other Loan Party hereby agrees not to assert any claim that either any Agent owes it any agency, fiduciary or similar duty and agrees no such duty is owed in connection with any aspect of any transaction contemplated hereby.

14. Confidentiality. Each of Agents and the Lenders agrees to keep confidential all Non-Public Information provided to it by any Loan Party pursuant to this Agreement ("Information"); provided that nothing herein shall prevent any Agent, any Lender from disclosing any such information (a) to any Agent, any other Lender or any affiliate of any thereof, (b) to any Participant or Assignee (each, a "Transferee") or prospective Transferee that agrees to comply with the provisions of this Section 9.14 or substantially equivalent provisions, (c) to any of its or its affiliates' employees, directors, agents, attorneys, accountants, other professional advisors and service providers, it being understood and agreed that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential, (d) to any financial institution that is a direct or indirect contractual counterparty or potential counterparty in swap agreements with the Borrower or any Subsidiary of the Borrower or such contractual counterparty's or potential counterparty's professional advisor (so long as such actual or potential contractual counterparty or professional advisor to such actual or potential contractual counterparty agrees to be bound by the provisions of this Section or substantially equivalent provisions), (e) upon the request or demand of any Governmental Authority having jurisdiction over it, (f) to the extent required in response to any order of any court or other Governmental Authority or to the extent otherwise required pursuant to any Requirement of Law, (g) in connection with any litigation or similar proceeding, (h) that has been publicly disclosed other than in breach of this Section 9.14, (i) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (j) to any other party hereto, (k) with the consent of the Borrower, (l) in connection with the exercise of any remedy or enforcement action hereunder or under any other Loan Document; provided that, in the event a Lender receives a summons or subpoena to disclose confidential information to any party, such Lender shall, if legally permitted and practicable, endeavor to notify the Borrower thereof as soon as reasonably possible after receipt of such request, summons or subpoena and to afford the Loan Parties an opportunity to seek protective orders, or such other confidential treatment of such disclosed information, as the Loan Parties may deem reasonable or (m) in communications with a Governmental Authority relating to Anti-Corruption Laws, Anti-Money Laundering Laws, Ex-Im Laws or Sanctions. In addition, the Agents and the Lenders (and their respective attorneys, accountants, other professional advisors and service providers) may disclose the existence of this Agreement and information with respect thereto to market data collectors, such as league table, or other similar service providers to the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section 9.14 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

15. [Reserved.]

16. WAIVERS OF JURY TRIAL. **EACH LOAN PARTY, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

17. Conversion of Currencies.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures in the relevant jurisdiction, the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of the Borrower in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrower contained in this Section 9.17 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

18. USA PATRIOT ACT. Each Lender that is subject to the PATRIOT Act and each Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Agents, as applicable, to identify each Loan Party in accordance with the PATRIOT Act. The Borrower shall, promptly following a request by any Agent or any Lender, provide all documentation and other information that such Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

19. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Bankruptcy Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Agents upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Agents, *plus* interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

20. Releases of Collateral and Guarantees. Each of the Lenders irrevocably authorizes the Collateral Agent to be the agent for and representative of the Lenders with respect to the Collateral and the Security Documents, and the Lenders and the Agents agree that:

(a) The Collateral Agent's Lien on any Property granted to or held by the Collateral Agent under any Loan Document shall be automatically and fully released (i) upon satisfaction of the Termination Conditions (including as a result of a Permitted Discharge), (ii) at the time the Property subject to such Lien is sold, transferred or otherwise disposed of (other than to any other Loan Party or other Person that would be required pursuant to any Security Document to grant a Lien on such Collateral to the Collateral Agent for the benefit of the Secured Parties after giving effect to such Disposition) as part of or in connection with any Disposition permitted under any Loan Document, (iii) if the Property subject to such Lien is owned by a Guarantor, upon the release of such Guarantor from its obligations under its Guarantee pursuant to clause (b) below, (iv) to the extent (and only for so long as) such property constitutes an Excluded Asset, or (v) if otherwise approved, authorized or ratified in writing in accordance with Section 9.1.

(b) The Guarantee of a Guarantor shall be automatically and unconditionally released, and no further action by such Guarantor or the Administrative Agent is required for the release of such Guarantor's Guarantee under this Agreement or any other Loan Document, if:

(i) solely as a result of a Disposition or the sale of Capital Stock of such Guarantor to a Person other than a Loan Party, if such Disposition or the sale of Capital Stock of such Guarantor does not violate this Agreement;

(ii) the Termination Conditions have been satisfied;

(iii) if the Borrower designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the provisions set forth under Section 6.1(c) and the definition of "Unrestricted Subsidiary" in this Agreement, or upon such Guarantor becoming (A) [reserved], (B) an Immaterial Subsidiary, or (C) a Subsidiary with respect to which a guarantee would result in material adverse tax consequences, as reasonably determined by the Borrower, in each case in compliance with the applicable provisions of this Agreement; or

(iv) upon the merger, amalgamation, consolidation or winding up of such Guarantor with and into the Borrower or another Guarantor that is the surviving Person in such merger, amalgamation, consolidation or winding up, or upon the liquidation of such Guarantor.

(v) [Reserved].

(c) In addition, the Collateral Agent may execute or sign a "no interest" letter, as reasonably requested and prepared by any Loan Party, to the holder of any Lien on such Collateral that is created, incurred, or assumed pursuant to clauses (c), (d), (e), (f), (g), (i), (j), (l), (m), (n) (solely to the extent such Lien related to Indebtedness incurred under Section 6.3(b)(xiv)), (o) (other than any Lien on the Equity Interests of any Guarantor), (p), (r), (u) (to the extent the relevant Lien is of the type to which the Lien of the Collateral Agent is otherwise required or, if requested by the Borrower, permitted to be subordinated pursuant to any of the other exceptions included in this clause (c)), (w), (x), (y), (z)(i), (bb), (cc), (dd) (in the case of subclause (dd)(ii), to the extent the relevant Lien covers cash collateral posted to secure the relevant obligation), (ee), (gg), (hh), (jj), (kk), (rr) and/or (ss) of the definition of "Permitted Liens" (and, in the case of each such clause, any Refinancing Indebtedness in respect of any thereof to the extent such Refinancing Indebtedness is permitted to be secured under clause (k) of the definition of "Permitted Liens") to the extent required by the terms of the obligations secured by such Liens; provided that the foregoing shall be at the Borrower's expense and in a form reasonably satisfactory to the Collateral Agent.

(d) On the date that the Termination Conditions are satisfied, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations of the Collateral Agent, the Administrative Agent and each Loan Party under the Security Documents (other than, in each case, those provisions expressly stated to survive such termination) shall terminate, all without the need to deliver any instrument or performance of any act by any Person.

(e) The Collateral Agent or the Administrative Agent, as applicable, will promptly execute or authorize the filing of, without recourse, representation or warranty, such documentation as may be reasonably requested and prepared by any Loan Party to release, or evidence the release (in registrable form, if applicable), its Liens with respect to any Collateral or the guarantee obligations of any Guarantor as set forth in this Section 9.20; provided that the

foregoing shall be at the Borrower's expense and in a form reasonably satisfactory to the applicable Agent.

(f) Notwithstanding anything contained in this Agreement or any Loan Document to the contrary, in no event shall the Administrative Agent or the Collateral Agent be obligated to execute or deliver a "no interest letter" or any document evidencing any release of a Loan Party, any release of a security interest in any item of Collateral, or subordination of any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document without receipt of a certificate executed by a Borrower certifying that such release or subordination and the execution and delivery of such "no interest" letter or document or instrument evidencing such release or subordination is authorized or permitted by this Agreement and the other Loan Documents.

21. Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any applicable Resolution Authority.

22. [Reserved].

23. [Reserved].

24. No Fiduciary Duty. Each Loan Party, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Loan Parties, their respective Subsidiaries and Affiliates, on the one hand, and the Agents, the Lenders and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents, the Lenders or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

25. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest

under applicable law, as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable hereunder, together with all fees and charges that are treated as interest under applicable law payable to such Lender, shall be limited to the Maximum Rate; provided, that such excess amount shall be paid to such Lender on subsequent payment dates to the extent not exceeding the legal limitation.

26. Net Short Lenders

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(a) Notwithstanding anything to the contrary herein, in connection with any determination as to whether the requisite Lenders have (A) consented (or not consented) to any amendment or waiver of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, any Lender (other than any Lender that is a Regulated Bank) that, as a result of its interest in any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to the Loans and/or Commitments (each, a "Net Short Lender") shall have no right to vote any of its Loans and Commitments and shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders. For purposes of determining whether a Lender has a "net short position" on any date of determination: (i) derivative contracts with respect to the Loans and Commitments and such contracts that are the functional equivalent thereof shall be counted at the notional amount thereof in Dollars, (ii) notional amounts in other currencies shall be converted to the Dollar equivalent thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes the Borrower or other Loan Parties or any instrument issued or guaranteed by the Borrower or other Loan Parties shall not be deemed to create a short position with respect to the Loans and/or Commitments, so long as (x) such index is not created, designed, administered or requested by such Lender and (y) the Borrower and other Loan Parties and any instrument issued or guaranteed by the Borrower or other Loan Parties, collectively, shall represent less than 5% of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivatives Definitions (collectively, the "ISDA CDS Definitions") shall be deemed to create (x) a short position with respect to the Loans and/or Commitments if such Lender is a protection buyer or the equivalent thereof for such derivative transaction and (y) a long position with respect to the Loans and/or Commitments if such Lender is a protection seller or the equivalent thereof for such derivative transaction and, in each case, (1) the Loans or the Commitments are a "Reference Obligation" under the terms of such derivative transaction (whether specified by name in the related documentation, included as a "Standard Reference Obligation" on the most recent list published by Markit, if "Standard Reference Obligation" is specified as applicable in the relevant documentation or in any other manner), (2) the Loans or the Commitments would be a "Deliverable Obligation" under the terms of such derivative transaction or (3) the Borrower or other Loan Parties (or its successor) is designated as a "Reference Entity" under the terms of such derivative transactions, (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to create (x) a short position with respect to the Loans and/or

Commitments if such transactions are functionally equivalent to a transaction that offers the Lender protection in respect of the Loans or the Commitments, or as to the credit quality of the Borrower or other Loan Parties and (y) a long position with respect to the Loans and/or Commitments if such transactions are functionally equivalent to a transaction pursuant to which the Lender provides protection in respect of the Loans or the Commitments, or as to the credit quality of the Borrower or other Loan Parties, other than, in each case, as part of an index so long as (1) such index is not created, designed, administered or requested by such Lender and (2) the Borrower and other Loan Parties and any instrument issued or guaranteed by the Borrower or other Loan Parties, collectively, shall represent less than 5% of the components of such index, (vi) any bond, loan or other credit instrument issued or guaranteed by the Borrower or other Loan Parties and held by the relevant Lender shall be deemed to create a long position equal to the outstanding principal balance in respect of such instrument, and (vii) any ownership interest in the equity of the Borrower or other Loan Parties held by the relevant Lender shall be deemed to create a long position equal to the higher of (x) the current market value and (y) the price at which the Lender purchased such equity position.

(b) In connection with any such determination, each Lender that is not a Regulated Bank shall promptly notify the Administrative Agent in writing that it is a Net Short Lender, or, in the absence of any such written notification to the Administrative Agent prior to the date of such determination, shall otherwise be deemed to have represented and warranted to the Borrower and the Administrative Agent that it is not a Net Short Lender (it being understood and agreed that the Borrower and the Administrative Agent shall be entitled to rely on each such representation and deemed representation). In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether (x) any Lender or Participant is a Net Short Lender or (y) any prospective assignee pursuant to Section 9.6(a) is a Net Short Lender or have any liability in connection therewith.

27. Consent to the Transactions

. As of the Closing Date, the Lenders hereby consent to this Agreement, the Restructuring Support Agreement, the transactions contemplated by the CoreCo-BlockerCo & FLNG2 Management Agreement, and the other transactions contemplated by the Restructuring Support Agreement and any other Transaction.

28. [Reserved].

29. Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree that, with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, individually and collectively, the "U.S. Special Resolution Regime") in respect of such Supported QFC and QFC Credit Support (with the following provisions applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States), in the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or

a state of the United States. In the event a Covered Party or any "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

Section 10. GUARANTEES.

Subject to this Section 10, each of the Guarantors hereby, jointly and severally, fully and unconditionally guarantees, as primary obligor and not merely as surety, to the Collateral Agent for the benefit of the Secured Parties, irrespective of the validity and enforceability of this Agreement, the Loans or the Borrower Obligations, that: (a) the Borrower Obligations shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Loans, if any, if lawful, and all other Borrower Obligations shall be promptly paid in full or performed, all in accordance with the terms hereof; and (b) in case of any extension of time of payment or renewal of any Loans or any of such other Borrower Obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Loan Documents, the absence of any action to enforce the same, any waiver or consent by the Administrative Agent with respect to any provisions hereof or thereof, the recovery of any judgment against the Borrower, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives (to the extent permitted by law) diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Borrower, any right to require a proceeding first against the Borrower, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except pursuant to Section 9.20, and any rights of *orden* and *excusión* it may have by virtue of law or otherwise, as provided in Articles 2812 (two thousand eight hundred and twelve), 2814 (two thousand eight hundred and fourteen) and 2816 (two thousand eight hundred and sixteen) of the Mexican Federal Civil Code, and its relative articles of the civil code of any state of Mexico.

This Section 10 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Each Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Borrower for liquidation or reorganization, should the Borrower become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Borrower's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Obligations, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Guarantee issued by any Guarantor shall be a general senior obligation of such Guarantor.

Each payment to be made by a Guarantor in respect of its Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

Each Guarantor, the Administrative Agent and each Lender hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Administrative Agent, each Lender and the Guarantors hereby irrevocably agree that the obligations of each Guarantor shall be limited to the maximum amount that will not (after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Section 10), result in the obligations of such Guarantor under its Guarantee constituting unlawful financial assistance, a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all guaranteed Obligations under this Agreement to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Section 10, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any

other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until the Termination Conditions have been satisfied. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the date the Termination Conditions are satisfied and the Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Obligations and all other amounts payable under this Section 10, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Obligations or other amounts payable under this Section 10 thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Obligations, (ii) the Termination Conditions have been satisfied and (iii) the Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Obligations resulting from such payment by such Guarantor.

For purposes of this Section 10, each Guarantor incorporated or formed under the laws of Mexico (each a "Mexican Guarantor"), specifically for the purpose of receiving legal and/or judicial service of process in the United States of America in connection with this Section 10, independently from the Lenders' right to make and deliver services of process to the Mexican Guarantors in any other way or form which is legally valid, hereby designates the following agent and attorney-in-fact for such purposes in the United States of America (the "Mexican Process Agent"):

NFE Management LLC
The Corporation Trust Company,
Corporation Trust Center,
1209 Orange Street,
Wilmington, New Castle County,
Delaware 19801
United States of America

Each Mexican Guarantor represents and warrants to the Lenders that on the Closing Date, they have received evidence of the acceptance by the Mexican Process Agent of its appointment as such by the Mexican Guarantors.

Additionally, each Mexican Guarantor covenants and agrees that it will take all necessary and appropriate action in order to grant in favor of the Mexican Process Agent, and within the fifteen (15) calendar days immediately following the Closing Date, a document of authority or power of attorney granted by each Mexican Guarantor in favor of the Mexican Process Agent in full compliance with Mexican law and duly formalized for its validity in Mexico, through such corporate actions as may be required by each Mexican Guarantor's incorporation documents and bylaws, in order to fully and duly formalize the designation of the Mexican Process Agent as

each Mexican Guarantor's agent for service of process in the United States of America in accordance with Mexican law. Each Mexican Guarantor hereby agrees to provide a copy of the formalization of the designation of the Mexican Process Agent within the twenty-five (25) Business Day immediately following the Closing Date.

[Signature Pages Follow]

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

NFE FLNG 2 PARENT LLC,
as the Borrower

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE FLNG 2 LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE ALTAMIRA ONSHORE S. DE R.L. DE C.V.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Legal Representative

MEXICO FLNG ONSHORE S. DE R.L. DE C.V.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Legal Representative

Wilmington Trust, National Association,
as the Administrative Agent and the Collateral Agent

By: /s/ Jeffrey Rose
Name: Jeffrey Rose
Title: Vice President

NEW FORTRESS ENERGY INC.,
as Lender

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Co-General Counsel

AMENDMENT AND RESTATEMENT AGREEMENT

This AMENDMENT AND RESTATEMENT AGREEMENT (this "Amendment Agreement"), dated as of September 11, 2026 (the "Amendment Execution Date"), is entered into by NEW FORTRESS ENERGY INC., a Delaware corporation (the "Borrower"), each of the Guarantors as of the date hereof, NATIXIS, NEW YORK BRANCH, as Administrative Agent (the "Administrative Agent") and Collateral Agent (the "Collateral Agent"), the Lenders party to the LCA (as defined below) (the "Lenders"), and the Issuing Banks party to the LCA (as defined below) (the "Issuing Banks").

PRELIMINARY STATEMENT

A. Reference is made to that certain Letter of Credit and Reimbursement Agreement, dated as of July 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "LCA" and as amended and restated by this Amendment Agreement, the "New CoreCo LC Facility Agreement"), by and among the Borrower, the Guarantors from time to time party thereto, Natixis, New York Branch, as administrative agent, Natixis, New York Branch, as collateral agent, the Lenders from time to time party thereto and the Issuing Banks from time to time party thereto.

B. In connection with the Restructuring Support Agreement (including the Restructuring Term Sheet (as defined therein) and all other exhibits, annexes, and schedules attached thereto), dated and effective as of March 17, 2026, as amended by that certain Amendment and Consent, dated as of April 14, 2026, and as further amended by that certain Second Amendment and Consent, dated as of June 19, 2026 (the "RSA"), and the consummation of the Restructuring Plan (as defined below), and on the terms and subject to the conditions set forth in the applicable Definitive Documents (as defined in the RSA), the Lenders and Issuing Banks have agreed to make certain financial accommodations to the Borrower, in each case, on the terms and subject to the conditions set forth therein or herein, as applicable.

C. The Borrower and the Guarantors have requested, and the Lenders, the Issuing Banks and the Administrative Agent have agreed, to extend the Maturity Date, increase the Total LC Commitment and amend and restate the provisions of the LCA as more fully set forth herein.

D. Section 9.1 of the LCA provides that the Lenders, the Administrative Agent, the Issuing Banks, the Borrower and each other Loan Party who is a party to the LCA may modify, amend and supplement the LCA in the manner set forth in this Amendment Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Amendment Agreement and for valuable consideration received, the parties hereto agree as follows:

Section 1. Defined Terms; Interpretation; Etc.

Unless otherwise defined herein (expressly or by reference to another agreement or document), capitalized terms used and not defined herein shall have the meanings assigned to such terms in the New CoreCo LC Facility Agreement. Section 1.2 (*Other Definitional Provisions; Rules of*

Construction) of the New CoreCo LC Facility Agreement applies to this Amendment Agreement, *mutatis mutandis*.

Section 2. Amendments to the LCA

.

(a) Subject to, and from and after the satisfaction of, the conditions precedent set forth in Section 4 hereof and the occurrence of the Restatement Effective Date (as defined below):

(i) the LCA is hereby amended and restated in its entirety to read as set forth in Annex A hereto (with additions indicated by double underlined text (indicated textually in the same manner as the following example: **double-underlined text**) in Annex A hereto and deletions indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) in Annex A hereto);

(ii) Schedules 1.1, 2.1, 3.15, 3.19 and 5.12 to the LCA are hereby deleted in their entirety, respectively, and replaced in their entirety, respectively, by Schedules 1.1, 2.1, 3.15 , 3.19 and 5.12 attached hereto as Annex B;

(iii) Schedules 6.1, 6.3, 6.5 and 6.6 (including any supplements thereto or any replacements thereof that are delivered to the Administrative Agent by the Borrower that substantially conform to the corresponding schedule to the New CoreCo Credit Agreement) are hereby added to the LCA and attached hereto as Annex C;

(iv) Appendix A is hereby added to the LCA and attached hereto as Annex D;

(v) The existing exhibits to the LCA are hereby amended and restated in their entirety to read as set forth in Annex E hereto (with additions indicated by double underlined text (indicated textually in the same manner as the following example: **double-underlined text**) in Annex E hereto and deletions indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) in Annex E hereto); and

(vi) None of the Borrower or any its Affiliates shall have any liability or obligations with respect to, and none of the Lenders shall have any rights under, that certain Forbearance Agreement, dated as of March 27, 2026, as amended by that certain Amendment and Consent, dated as of April 14, 2026 and by that certain Second Amendment and Consent, dated as of June 19, 2026 (and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Borrower and the Lenders party thereto (the "LCF Forbearance Agreement").

(b) Notwithstanding any provision of this Amendment Agreement and the New CoreCo LC Facility Agreement to the contrary, (x)(i) no other provisions of the LCA and (ii) none of the exhibits or schedules to the LCA are intended to or shall be amended or otherwise modified or affected by this Amendment Agreement, except as expressly set forth herein and (y) all Letters of Credit issued and Obligations incurred or arising under the LCA and the other Loan Documents, which are outstanding upon the occurrence the Restatement Effective Date shall continue as Letters of Credit and Obligations under (and shall be governed by the terms of) the New CoreCo LC Facility Agreement and the other Loan Documents, except to the extent expressly set forth herein or therein. Neither this Amendment Agreement or the New CoreCo LC Facility Agreement is intended to, and neither shall, constitute a novation.

Section 3. Representations and Warranties

.

The Borrower and each Guarantor hereby represent and warrant to the Administrative Agent, Lenders and Issuing Banks that, as of the Amendment Execution Date and Restatement Effective Date (both immediately before and immediately after the effectiveness of this Amendment Agreement) (or either of them, if specified below):

(A) this Amendment Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law);

(B) as of the Amendment Execution Date and immediately before the effectiveness of this Amendment Agreement, the Borrower and each other Obligor (as defined in the LCF Forbearance Agreement) that is a party to the LCF Forbearance Agreement are in compliance with the undertakings of the Obligors set forth on Schedule 2 to the LCF Forbearance Agreement;

(C) no Unpaid Drawings or other Reimbursement Obligations are outstanding, and the LC Exposure does not exceed the Total LC Limit;

(D) (1) as of the Amendment Execution Date, no Default or Event of Default (other than the Specified Defaults (as defined in the LCF Forbearance Agreement)) has occurred and is continuing or will result from the transactions contemplated by this Amendment Agreement, and (2) as of the Restatement Effective Date, no Default or Event of Default has occurred and is continuing or will result from the transactions contemplated by this Amendment Agreement;

(E) the execution, delivery and performance of this Amendment Agreement or the transactions contemplated hereby or (upon the occurrence of the Restatement Effective Date) in the New CoreCo LC Facility Agreement will not contravene, violate or result in a breach of or default under (i) the terms of (x) the Sanction Order (as defined in the RSA) or (y) the order approving the recognition of the Sanction Order in the Chapter 15 Proceedings, or (ii)(a) the New CoreCo Credit Agreement or the other Loan Documents (as defined therein) upon their effectiveness, (b) any Loan Party's Organizational Documents, (c) any Requirement of Law or any order, injunction, writ, decree or arbitral award of any Governmental Authority or arbitrator or (d) any Contractual Obligation of any Loan Party, other than (solely with respect to this clause (ii)) any violation that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents and any Permitted Liens);

(F) (1) as of the Amendment Execution Date (i) the Collateral Account (as defined in the LCA) is subject to the control of the Collateral Agent, (ii) except as provided for in the Security Agreement (as in effect on the Amendment Execution Date) and Control Agreement (as defined in the LCA) as security for the Obligations, none of the Grantors has pledged, collaterally assigned, mortgaged, transferred or granted to any other Person a continuing security interest in any of its right in, and title and interest to and under, all or any portion of the Collateral Account Collateral (as defined in the Security Agreement (as in effect on the

Amendment Execution Date)), (iii) the Collateral Account (together with any cash and Cash Equivalents therein) is not Shared Collateral or "Single Lien Collateral" (as defined in the Equal Priority Intercreditor Agreement (as defined in the LCA)), and (iv) the amount on deposit in the Collateral Account is not less than the Required Cash Level (as defined in the LCA) (and the Borrower shall have provided or caused to be provided to the Administrative Agent evidence reasonably satisfactory to the Administrative Agent of the same), and (2) as of the Restatement Effective Date, (i) the Existing Collateral Account (as defined in the Security Agreement (as defined below)) is subject to the control of the Super-Senior Priority Lien Collateral Agent, (ii) except as provided for in the Security Documents and the Control Agreements as security for the Obligations, none of the Grantors has pledged, collaterally assigned, mortgaged, transferred or granted to any other Person a continuing security interest in any of its right in, and title and interest to and under, all or any portion of the Collateral Account Collateral (as defined in the Security Agreement) other than Permitted Liens, and (iii) the Existing Collateral Account (as defined in the Security Agreement) (together with any cash and Cash Equivalents therein) is not Shared Collateral or "Single Lien Collateral" (as defined in the Intercreditor Agreement);

(G) there has been no change in the information provided in the most recently delivered Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein (other than as disclosed in a separately delivered Beneficial Ownership Certification, if any, pursuant to Section 4(ii)(L) below);

(H) as of the Amendment Execution Date and immediately before the effectiveness of this Amendment Agreement, (i) the executed version of the RSA, delivered to the Administrative Agent and Lenders is true, correct and current in all respects and remains in full force and effect, and (ii) the representations and warranties of the Company Parties (as defined in the RSA) set forth in Section 5 of the RSA were true and correct (without giving effect to any "materiality," "material adverse effect," or similar qualifiers contained therein) in all material respects as of the Agreement Effective Date (as defined in the RSA) (or as of such other date expressly set forth in such representation or warranty); and

(I) as of the Restatement Effective Date, the representations and warranties contained herein and in the New CoreCo LC Facility Agreement (including Section 3 thereof) and the other Loan Documents, in each case after giving effect to the Restatement Effective Date, are true and correct in all material respects, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text hereof or thereof.

(J) Solely with respect to NFE Nicaragua Development Partners LLC, a Delaware limited liability company with a Nicaragua branch (Sucursal Nicaragua), such Guarantor represents and warrants as of the date hereof that, notwithstanding the omission of a separate signature block for such Guarantor's Nicaragua branch, this Amendment Agreement has been duly executed and delivered on behalf of such Guarantor, and each Loan Document to which such Guarantor is a party, directly or through such Guarantor's Nicaragua branch, constitutes a continuing legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 4. Conditions Precedent

.

(i) Amendment Execution Date Conditions Precedent. This Amendment Agreement (other than the amendments described in Section 2(a)) shall become effective without any further action or consent by any party, as of the Amendment Execution Date, upon the satisfaction or waiver of each of the following conditions, in each case in form and substance reasonably satisfactory to the Administrative Agent:

(A) Amendment Agreement. The Administrative Agent shall have received from the Borrower, each other Loan Party, the Lenders, and the Issuing Banks a duly executed counterpart of this Amendment Agreement.

(B) Payment of Fees and Expenses. The Borrower shall have paid or caused to be paid on or before the Amendment Execution Date (i) all fees, costs and expenses then payable to the Agents, Issuing Banks and Lenders in accordance with Section 9.5 of the LCA or any other agreement among the Borrower and such Lender in respect of this Amendment Agreement and the transactions contemplated in connection herewith and (ii) the charges of any Platform and all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, its legal counsel, or RPA Advisors, LLC as Lender Advisor (to the extent provided for in the LCA) in connection with the preparation and negotiation of this Amendment Agreement that, in each case, have been invoiced at least one (1) Business Day prior to such date.

(ii) Restatement Effective Date Conditions Precedent. Notwithstanding anything to the contrary in this Amendment Agreement, Section 2(a) of this Amendment Agreement shall only become effective (without any further action or consent by any party), as of the date (the "Restatement Effective Date") all of the following conditions are satisfied or waived, in each case, in form and substance reasonably satisfactory to the Administrative Agent (in consultation with its counsel and the Required Lenders):

(A) Certain Loan Documents. On or immediately prior to the Restatement Effective Date, the Administrative Agent shall have received (i) a reaffirmation agreement substantially in the form of Exhibit A to this Amendment Agreement (the "Reaffirmation Agreement"), executed and delivered by a duly authorized officer or signatory of each party thereto, (ii) a Joinder Agreement for each Restricted Subsidiary that, as of the Restatement Effective Date (after giving effect to this Amendment Agreement), is required to become a Guarantor pursuant to Section 5.10 of the New CoreCo LC Facility Agreement, (iii) the Amended and Restated Security Agreement substantially in the form of Exhibit B to this Amendment Agreement (the "Security Agreement"), executed and delivered by a duly authorized officer or signatory of each party thereto, (iv) the Common Representative Continuation Agreement substantially in the form of Exhibit D to this Amendment Agreement, executed and delivered by a duly authorized officer or signatory of each party thereto (the "Common Representative Continuation Agreement") and (v) the Controlling Authorized Representative Continuation Agreement substantially in the form of Exhibit E to this Amendment Agreement, executed and delivered by a duly authorized officer or signatory of each party thereto (the "Controlling Authorized Representative Continuation Agreement").

(B) Fee Letters. On or prior to the Restatement Effective Date, the Administrative Agent shall have received the Fee Letters required to be entered into in connection with this Amendment Agreement executed and delivered by a duly authorized officer or signatory of each party thereto.

(C) Responsible Officer's Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower and each Guarantor, certifying (A) as to copies of the Organizational Documents of such Person, together with all amendments thereto, (B) as to a copy of the resolutions or written consents of such Person authorizing (1) the

execution and delivery of this Amendment Agreement and the incurrence or confirmation of the Obligations under the Loan Documents and the transactions contemplated by the Loan Documents to which such Person is or will be a party, and (2) the execution, delivery and performance by such Person of each Loan Document to which such Person is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith and (C) the names and true signatures of the representatives of such Person authorized to sign each Loan Document (in the case of the Borrower, including all notices under the New CoreCo LC Facility Agreement and the other Loan Documents) to which such Person is or will be a party and the other documents to be executed and delivered by such Person in connection herewith and therewith, together with evidence of the incumbency of such authorized officers.

(D) Opinion of Counsel. The Administrative Agent shall have received, in form and substance reasonably acceptable to the Administrative Agent, legal opinions of Skadden, Arps, Slate Meagher & Flom LLP, United States counsel to the Borrower and its Subsidiaries and applicable local counsel to the Borrower and its Subsidiaries dated the Restatement Effective Date and addressed to the Secured Parties, including with respect to the authorization, execution and enforceability of the Reaffirmation Agreement, the applicable Security Documents and any Joinder Agreement entered into on the Restatement Effective Date and the enforceability of the New CoreCo LC Facility Agreement as reaffirmed by the Reaffirmation Agreement.

(E) No Default; Representations and Warranties. As of the Restatement Effective Date after giving effect to this Amendment Agreement: (i) no Default or Event of Default shall have occurred and be continuing, and (ii) the representations and warranties contained herein and in the New CoreCo LC Facility Agreement (including Section 3 thereof) and the other Loan Documents in effect on such date shall be true and correct in all material respects, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text hereof or thereof.

(F) Effective Date Officer's Certificate. The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower, certifying that the conditions set forth in Section 4(ii)(E) are satisfied.

(G) Perfection Certificate. The Administrative Agent shall have received a perfection certificate delivered on the Restatement Effective Date for each Loan Party (substantially in the form of the perfection certificate delivered on the Fourteenth Amendment Agreement Effective Date (as defined in the LCA)).

(H) Lien Searches. To the extent not provided in connection with the Fourteenth Amendment Agreement, dated as of March 19, 2026, or in connection with the continuation of the Uniform Commercial Code financing statements filed on May 13, 2026, the Borrower and Guarantors shall have provided the Administrative Agent a report of financing statement, tax, judgment and other applicable lien searches performed after the date hereof in the United States and all applicable foreign jurisdictions with respect to the Loan Parties existing in such jurisdictions, and such report shall show no Liens on such Loan Parties' Property (except as permitted by Section 6.6 of the New CoreCo LC Facility Agreement) and otherwise be in form and substance reasonably satisfactory to the Administrative Agent.

(I) Payment of Fees and Expenses. The Borrower shall have paid or caused to be paid on or before the Restatement Effective Date (i) all fees, costs and expenses then payable

to the Agents, Issuing Banks and Lenders in accordance with Section 9.5 of the LCA or any other agreement among the Borrower and such Lender in respect of this Amendment Agreement and the transactions contemplated in connection herewith, including those specified in the Fee Letters due and payable on or prior to the Restatement Effective Date, and (ii) the charges of any Platform and all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, its legal counsel or RPA Advisors, LLC as Lender Advisor (to the extent provided for in the LCA) in connection with the preparation and negotiation of this Amendment Agreement that, in each case, have been invoiced at least one (1) Business Day prior to the Restatement Effective Date.

(J) Uniform Commercial Code Filings. Each Uniform Commercial Code financing statement required as of the Restatement Effective Date by the Reaffirmation Agreement, the Security Agreement and the other Security Documents, if any, or under law to be filed in order to create in favor of the Collateral Agent, a first-priority perfected Lien (subject only to Permitted Liens) on the Collateral described therein, shall have been filed, or shall have been delivered to the Collateral Agent in proper form for filing, or arrangements reasonably satisfactory to the Collateral Agent for such filing shall have been made.

(K) Foreign Security Documents. Subject to any post-closing time frames (if any) specified and other applicable limitations set forth on Schedule 5.12 to the New CoreCo LC Facility Agreement (attached hereto as Annex B) (or as otherwise agreed in any instance by the Administrative Agent, acting reasonably), the Administrative Agent shall have received for each applicable Foreign Subsidiary that is a Guarantor on the Restatement Effective Date any required amendments, amendments and restatements, supplements or other modifications to the Security Documents in respect of the Collateral in the relevant jurisdictions outside of the United States, and all filings and other documents required by such Security Documents to create, amend or perfect the security interests for the benefit of the Secured Parties in the Collateral of such Guarantor. For the avoidance of doubt, notwithstanding any provision to the contrary contained in the Loan Documents, the Borrower shall, and shall cause each of the other Loan Parties to, deliver each of the documents, instruments and agreements, and take each of the actions, set forth on Schedule 5.12 to the New CoreCo LC Facility Agreement (attached hereto as Annex B) within the time periods set forth therein (or such later date as agreed in any instance by the Administrative Agent, acting reasonably).

Notwithstanding anything to the contrary herein or in any other Loan Document, all representations, warranties, covenants and other provisions in this Amendment Agreement and the other Loan Documents shall take into account any time extensions provided for in Schedule 5.12 to the New CoreCo LC Facility Agreement (attached hereto as Annex B) and in any amendment or extension agreement related thereto (and any time extension agreement related thereto shall automatically be applied to any relevant representation, warranty, covenant or other provision in the New CoreCo LC Facility Agreement and the other Loan Documents).

(L) PATRIOT Act; Beneficial Ownership. At least three (3) Business Days prior to the Restatement Effective Date, the Administrative Agent shall have received (x) all documentation and other information about the Borrower and the Guarantors required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act that has been requested by any of the Administrative Agent, Lenders or Issuing Banks in writing at least ten (10) Business Days prior to the Restatement Effective Date and (y) a Beneficial Ownership Certification in relation to the Borrower and the Guarantors to the extent any change in the information previously provided in such Beneficial Ownership Certification has occurred that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification.

(M) Financial Statements. Only in the event that the Restatement Effective Date occurs on or after September 1, 2026, the Administrative Agent shall have received unaudited consolidated balance sheets and related statements of income and cash flows of the Borrower and its consolidated subsidiaries for each fiscal quarter (other than any fourth fiscal quarter) ended after the most recent audited financial statements delivered pursuant Section 5.1 of the LCA and at least 45 days prior to the Restatement Effective Date.

(N) Restructuring Support Agreement. Prior to or substantially concurrently with the effectiveness of Section 2(a) of this Amendment Agreement, the Restructuring Conditions Precedent set forth and defined in the RSA shall have been satisfied or waived in accordance with the terms thereof.

(O) Restructuring Plan. Prior to or substantially concurrently with the effectiveness of Section 2(a) of this Amendment Agreement, an English law restructuring plan (the "the Restructuring Plan") sanctioned by the High Court of Justice of England and Wales under Part 26A of the Companies Act of 2006 (as amended from time to time) and implemented pursuant to that certain Transaction Implementation Deed, dated June 18, 2026 shall be consummated (or become effective, as applicable) and an order recognizing the Sanction Orders (as defined in the RSA) shall have been entered in the Chapter 15 Proceedings (as defined in the RSA).

(P) Intercreditor Agreement. The Administrative Agent shall have received the Intercreditor Agreement, executed and delivered by a duly authorized officer or signatory of each party thereto, substantially in the form of Exhibit C hereto or otherwise on terms and subject to conditions reasonably satisfactory to the Administrative Agent (in consultation with its counsel and the Required Lenders).

The Administrative Agent is hereby authorized and directed to declare this Amendment Agreement to be effective when it has received documents confirming or certifying, to the satisfaction of the Administrative Agent, compliance with the conditions set forth in this Section 4 or the waiver of such conditions as permitted in Section 9.1 of the New CoreCo LC Facility Agreement. Such declaration shall be final, conclusive and binding upon all parties to the New CoreCo LC Facility Agreement for all purposes.

If any of the conditions set forth in this Section 4 is not satisfied or waived in accordance with the preceding paragraph, this Amendment Agreement shall be void *ab initio* and of no force or effect and the parties hereto shall be restored to their original respective positions prior to entering into this Amendment Agreement.

Section 5. Effect of Amendment.

(a) Upon (and from and after) the Restatement Effective Date, each reference in the LCA to "this Agreement", "hereunder", "hereof" or words of like import referring to the LCA, and each reference in each other Loan Document (including, when applicable, this Amendment Agreement) to "the LCA Agreement", "the LCA", "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the LCA, shall mean and be a reference to the New CoreCo LC Facility Agreement.

(b) Except as specifically set forth in this Amendment Agreement, the LCA and other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legally valid and binding obligation of each Loan Party thereto, enforceable against such Loan Party in accordance with its respective

terms subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law). Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment Agreement shall not operate as a waiver of any Default or Event Default, or of any right, power or remedy of the Secured Parties under any of the Loan Documents, constitute a waiver of any provision of any of the Loan Documents or serve to affect a novation of any of the Loan Documents or Obligations.

(c) Notwithstanding anything to the contrary in this Amendment Agreement, from and after the Amendment Execution Date until the occurrence of the Restatement Effective Date, the LCF Forbearance Agreement shall remain in full force and effect in accordance with its terms, and nothing in this Amendment Agreement shall limit, impair or otherwise modify or affect the rights and obligations of or the waivers, forbearances or consents by any of the parties thereto.

Section 6. Additional Affirmations and Agreements

.

(a) Each Lender and Issuing Bank that executes this Amendment Agreement on or prior to the Restatement Effective Date hereby consents to this Amendment Agreement and, subject to the terms and conditions of this Amendment Agreement, to the New CoreCo LC Facility Agreement.

(b) Notwithstanding anything to the contrary in the LCA or the New CoreCo LC Facility Agreement, each Lender and Issuing Bank hereby agrees to waive the following provisions of the LCA and the New CoreCo LC Facility Agreement solely with respect to the issuance on the Restatement Effective Date of that certain letter of credit in favor of Excelerate Energy Limited Partnership in the stated amount of $ 19,532,968.67 (the "Excelerate LC"):

(i) Section 2.1(b)(i) of the LCA, to the extent it would restrict the issuance of the Excelerate LC as an Auto-Extension Letter of Credit;

(ii) Sections 2.1(d) and 4.2(d), solely to the extent such provisions require delivery of a Notice of LC Activity on a specified date at least five (5) Business Days prior to the requested date of issuance (provided that a Notice of LC Activity with respect to the Excelerate LC is delivered at least three (3) Business Days prior to the Restatement Effective Date); and

(iii) Exhibit D, solely to the extent such Exhibit includes certifications or references to the provisions waived in clauses (i) and (ii) above.

(c) Each Lender hereby authorizes and directs the Administrative Agent and the Collateral Agent to (i) execute this Amendment Agreement (together with any other agreements, appointments or acknowledgements incidental thereto or required in connection therewith) and (ii) execute and deliver such releases, terminations, discharges, confirmations and other instruments as are reasonably requested by the Borrower to (A) effect or evidence the release of any guarantees or Liens in accordance with that certain Release of Certain Guarantors and Collateral dated as of the Restatement Effective Date or (B) confirm the absence of any Lien or security interest in the applicable assets under that certain No-Interest Letter regarding ZeroPark I LLC dated as of the Restatement Effective Date.

(d) Each of the parties hereto hereby further covenants and agrees (individually and on their own behalf) commencing with the Amendment Execution Date until but excluding the Restatement Effective Date as follows:

(i) in the event of a proceeding under any Bankruptcy Law of any Loan Party, whether voluntary or involuntary, the Secured Parties (A) shall have allowed claims against such Loan Party in respect of the Obligations of such Loan Party, which claims shall constitute secured claims to the extent of the value of the Secured Parties' interest in the Collateral, and (B) shall be entitled to adequate protection of their interest in the Collateral to the extent of any diminution in the value thereof; and

(ii) such party further acknowledges that it and the other parties hereto have been induced to enter into this Amendment Agreement and the LCA by, among other things, the mutual agreements in this clause (c);

provided that this Section 6(c) shall survive the termination of this Amendment Agreement, the payment in full in cash of the Obligations and the expiration or termination of all Letters of Credit and continue to be effective or be reinstated, in each case, in accordance with the terms of this Section 6(c), as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

(e) (x) Prior to the earlier to occur of (i) the Termination Date (as defined in the LCF Forbearance Agreement) and (ii) the Restatement Effective Date, and (y) as of the Restatement Effective Date, in each case, for all purposes of the LCA, the New CoreCo LC Facility Agreement and the other Loan Documents (including with respect to all representations and certifications made pursuant to this Amendment Agreement or any other Loan Document), all Specified Defaults (as defined in the LCF Forbearance Agreement) and related matters subject to forbearance under the LCF Forbearance Agreement shall be deemed not to exist or to otherwise have been waived in accordance with the Loan Documents.

(f) The Lenders, the Issuing Banks and the Agents hereby agree that, upon the occurrence the Restatement Effective Date, they (A) reaffirm their consent to (i) the transactions contemplated by the CoreCo-FLNG 2 Management Agreement (as defined in the RSA), (ii) the transactions contemplated by that certain (w) Master Lease Agreement, dated as of April 1, 2026, by and between NFE Turbines LLC, a Delaware limited liability company and subsidiary of the Borrower ("NFE Turbines") as lessee, and the lessor party thereto (such Person, the "Specified Counterparty"), together with any schedules, riders, certificates and other instruments delivered in connection therewith, (x) Parent Company Guarantee, dated as of April 1, 2026, made by the Borrower in favor of the Specified Counterparty, (y) Bailment Agreement, dated as of April 1, 2026, by and between NFE Turbines and the Specified Counterparty, and (z) Asset Purchase Agreement, dated as of April 1, 2026, by and among NFE PR Power LLC, a Puerto Rico limited liability company and subsidiary of the Borrower, as seller, the Borrower, as guarantor, and the Specified Counterparty, as buyer, (iii) the other transactions contemplated by the RSA, in each case, to the extent contemplated by the LCF Forbearance Agreement and (iv) any other transaction relating to the foregoing (including payment of fees, premiums, expenses, closing payments and other similar transaction costs (including original issue discount or upfront fees) payable or otherwise borne by the Borrower and/or its Subsidiaries in connection with the foregoing transactions), and (B) agree that, notwithstanding anything to the contrary set forth in the LCA, the New CoreCo LC Facility Agreement or any of the other Loan Documents, none of

the foregoing shall constitute a Default or Event of Default under the LCA, the New CoreCo LC Facility Agreement or any of the other Loan Documents.

(g) For the avoidance of doubt, the omission of a separate signature block for NFE Nicaragua Development Partners LLC's Nicaragua branch shall not constitute a release, wavier or novation of such Guarantor's obligations under any Loan Document to which such Guarantor is a party, directly or through such Guarantor's Nicaragua branch.

Section 7. General

.

(a) GOVERNING LAW. THIS AMENDMENT AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) The Borrower and each Guarantor each hereby forever waives, releases, remises and discharges each of the Agents, the Account Bank, the Issuing Banks, the Lenders, their respective investment advisors, sub-advisors, and managers, and each of their respective Affiliates, and each of their respective officers, directors, employees, agents, professionals, advisors and counsel, including, without limitation, Steptoe LLP, as counsel to the Administrative Agent (collectively, the "Releasees"), from any and all claims (including, without limitation, cross-claims, counterclaims, rights of setoff and recoupment), demands, obligations, liabilities, causes of action, damages, losses, costs and expenses of any kind or character, known or unknown, past or present, liquidated or unliquidated, suspected or unsuspected, contingent or non-contingent, which such Loan Party ever has or had on or prior to the Restatement Effective Date against any such Releasee which concerns, directly or indirectly, the Borrower or any Guarantor, the negotiation and execution of this Amendment Agreement, the New CoreCo LC Facility Agreement or any other Loan Document, or any acts or omissions of any such Releasee relating to the Borrower, any Guarantor, the New CoreCo LC Facility Agreement or any other Loan Document, in each case, to the extent pertaining to facts, events or circumstances existing on or prior to (but not after) the Restatement Effective Date (the "Released Claims"). The Loan Parties further covenant not to sue, commence, institute or prosecute, or support any Person that sues, commences, institutes, or prosecutes, any lawsuit, action or other proceeding against any Releasees with respect to any Released Claims. As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein. The foregoing release shall survive the termination of this Amendment Agreement, the LCA, and the other Loan Documents and payment in full of all Obligations in respect thereof and is in addition to any other release or covenant not to sue in favor of the Releasees.

(c) This Amendment Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment Agreement by email or facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(d) In accordance with Section 9.5 of the New CoreCo LC Facility Agreement, the Borrower shall pay or reimburse the Administrative Agent and the Collateral Agent for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, this Amendment Agreement and any other documents prepared in connection herewith, and the consummation and administration

of the transactions contemplated hereby and thereby, limited in the case of counsel fees to the reasonable and documented fees and disbursements of a single law firm as counsel to the Administrative Agent and the Collateral Agent and one local counsel to the Administrative Agent and the Collateral Agent, taken as a whole, in any relevant jurisdiction and the charges of any Platform.

(e) This Amendment Agreement is a "Loan Document" as defined and described in the LCA (and, following the Restatement Effective Date, the New CoreCo LC Facility Agreement), and all of the terms and provisions thereof relating to Loan Documents thereunder shall apply hereto.

(f) The provisions of Sections 9.12 and 9.16 of the New CoreCo LC Facility Agreement are hereby incorporated by reference, mutatis mutandis, as if set forth in full herein.

(g) The headings of this Amendment Agreement are used for convenience of reference only, are not part of this Amendment Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment Agreement.

Section 8. Conforming Changes

.

Notwithstanding anything to the contrary in this Amendment Agreement, on or prior to the Restatement Effective Date, upon the written request of the Borrower and without the consent of any Lender or Issuing Bank, the Administrative Agent and the Borrower may enter into one or more amendments, supplements or modifications to the LCA, the New CoreCo LC Facility Agreement and the other Loan Documents as may be necessary or advisable solely to conform such Loan Documents to the agreed terms and provisions of the New CoreCo Credit Agreement and the other Loan Documents. The Lenders and Issuing Banks hereby authorize and direct the Administrative Agent to enter into such amendments, supplements or modifications to the New CoreCo LC Facility Agreement and the other Loan Documents. The Borrower may, with the consent of the Administrative Agent (which consent shall not be unreasonably withheld, conditioned or delayed), amend, supplement or modify schedules, annexes and appendices to the LCA, the New CoreCo LC Facility Agreement or the other Loan Documents as may be necessary or advisable solely to conform such schedules, annexes and appendices to the comparable schedules, annexes and appendices under the New CoreCo Credit Agreement.

[remainder of page intentionally left blank]

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

NEW FORTRESS ENERGY INC.,
as the Borrower

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Co-General Counsel

NEW FORTRESS INTERMEDIATE LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE ATLANTIC HOLDINGS LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

ATLANTIC ENERGY HOLDINGS LLC
NEW FORTRESS ENERGY MARKETING LLC
NFE ANDROMEDA CHARTERING LLC
NFE BCS HOLDINGS (A) LLC
NFE BCS HOLDINGS (B) LLC
NFE EQUIPMENT PARTNERS LLC
NFE FLNG 1 ISSUER LLC
NFE ISO PARTNERS LLC
NFE MANAGEMENT LLC
NFE NICARAGUA DEVELOPMENT PARTNERS LLC*
NFE NORTH TRADING LLC
NFE PIONEER 1 LLC
NFE PIONEER 2 LLC
NFE PIONEER 3 LLC
NFE SUB LLC
NFE TRANSPORT PARTNERS LLC
NFE US HOLDINGS LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

*a Delaware limited liability company with a registered Nicaragua branch

NFE BERMUDA HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

NFE SHANNON HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

AMAUNET, S. DE R.L. DE C.V.
NFENERGIA MEXICO, S. DE R.L. DE C.V.
NFENERGIA GN DE BCS, S. DE R.L. DE C.V.
NFE PACIFICO LAP, S. DE R.L. DE C.V.
NFE BCS MEXICO HOLDINGS, S. DE R.L. DE C.V.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Legal Representative

NFENERGÍA LLC
SOLUCIONES DE ENERGIA LIMPIA PR LLC
NFE POWER PR LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE MEXICO HOLDINGS S.À R.L.

A Luxembourg private limited liability company (*société à responsabilité limitée*), with registered office located at 12D, rue Guillaume J. Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*, Luxembourg) under number B267469, duly represented by:

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE MEXICO HOLDINGS PARENT S.À R.L.

A Luxembourg private limited liability company (*société à responsabilité limitée*), with registered office located at 12D, rue Guillaume J. Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*, Luxembourg) under number B267494, duly represented by:

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory

NFE INTERNATIONAL HOLDINGS*

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director
*incorporated under the laws of England and Wales

NFE MEXICO POWER HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director
*incorporated under the laws of England and Wales

NFE MEXICO TERMINAL HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director
*incorporated under the laws of England and Wales

NFE UK HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director
*incorporated under the laws of England and Wales

NFE INTERNATIONAL HOLDINGS 1 LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director
*incorporated under the laws of England and Wales

NFE INTERNATIONAL HOLDINGS 2 LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director
*incorporated under the laws of England and Wales

NFE GP LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory
*incorporated under the laws of England and Wales

BRADFORD COUNTY POWER PARTNERS LLC
LA REAL ESTATE PARTNERS LLC
LNG HOLDINGS LLC
NFE FLNG 2 LLC
NEW FORTRESS ENERGY HOLDINGS LLC
NFE ANGOLA HOLDINGS LLC
NFE GRAND SHIPPING LLC
NFE INTERNATIONAL LLC
NFE INTERNATIONAL SHIPPING LLC
NFE SOUTH POWER HOLDINGS LLC
PA DEVELOPMENT HOLDINGS LLC
PA REAL ESTATE HOLDINGS LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory
*incorporated under the laws of England and Wales

ATLANTIC PIPELINE HOLDINGS SRL

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory
*incorporated under the laws of England and Wales

NFE INTERNATIONAL HOLDINGS LIMITED*

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory
*incorporated under the laws of England and Wales
*incorporated under Bermuda law

NFE NICARAGUA HOLDINGS LLC

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory
*incorporated under the laws of England and Wales

NFE SOUTH POWER TRADING LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Authorized Signatory
*incorporated under the laws of England and Wales

NFE ALTAMIRA ONSHORE, S. DE R.L. DE C.V.
MEXICO FLNG ONSHORE, S. DE R.L. DE C.V.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Legal Representative
*incorporated under the laws of England and Wales

NFE GLOBAL HOLDINGS LIMITED

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director
*incorporated under the laws of England and Wales

NATIXIS, NEW YORK BRANCH, as Administrative Agent

By: /s/ Katarina Janosikova
Name: Katarina Jonosikova
Title: Director

By: /s/ Frederic Bouley
Name: Frederic Bouley
Title: Director

NATIXIS, NEW YORK BRANCH, as Collateral Agent

By: /s/ Katarina Janosikova
Name: Katarina Jonosikova
Title: Director

By: /s/ Frederic Bouley
Name: Frederic Bouley
Title: Director

NATIXIS, NEW YORK BRANCH, as a Lender

By: /s/ Abraham Edholm
Name: Abraham Edholm
Title: Director

By: /s/ John-Charles van Essche
Name: John-Charles van Essche
Title: Managing Director

NATIXIS, NEW YORK BRANCH, as an Issuing Bank

By: /s/ Abraham Edholm
Name: Abraham Edholm
Title: Director

By: /s/ John-Charles van Essche
Name: John-Charles van Essche
Title: Managing Director

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Jonathan Lidz
Name: Jonathan Lidz
Title: Director

By: /s/ Chandan-J Kumar
Name: Chandan-J Kumar
Title: Director, TF&L

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Franck Valette
Name: Franck Valette
Title: Managing Director

By: /s/ Gaetan Fauvre
Name: Gaetan Fauvre
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as an Issuing Bank

By: /s/ Franck Valette
Name: Franck Valette
Title: Managing Director

By: /s/ Gaetan Fauvre
Name: Gaetan Fauvre
Title: Managing Director

HSBC BANK USA, N.A., as a Lender

By: /s/ Mark K. Wheeler
Name: Mark K. Wheeler
Title: VP

HSBC BANK USA, N.A., as an Issuing Bank

By: /s/ Mark K. Wheeler
Name: Mark K. Wheeler
Title: VP

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ Mary Harold
Name: Mary Harold
Title: Managing Director

BANCO SANTANDER, S.A., NEW YORK BRANCH, as a Lender

By: /s/ Luis Moreno
Name: Luis Moreno
Title: MD

By: /s/ Cherine Kenawy
Name: Cherine Kenawy
Title: Executive Director

Amended LCA
(See attached)

Schedule 1.1
LENDERS; ISSUING BANKS; LC COMMITMENTS; TOTAL LC COMMITMENT; ISSUANCE CAP
(as of the Restatement Effective Date)

Lender	LC Commitment
Natixis, New York Branch	71,428,571.44
Deutsche Bank AG New York Branch	35,714,285.71
Credit Agricole Corporate and Investment Bank	35,714,285.71
HSBC Bank USA, N.A.	53,571,428.57
Sumitomo Mitsui Banking Corporation	35,714,285.71
Banco Santander, S.A., New York Branch	17,857,142.86
Total LC Commitment:	**$250,000,000.00**

ISSUANCE CAP

Issuing Bank	Issuance Cap
Natixis, New York Branch	193,315,427.60
Credit Agricole Corporate and Investment Bank	13,000,000.00
HSBC Bank USA, N.A.	43,684,572.40

Schedule 2.1
EXISTING LETTERS OF CREDIT
(as of the Restatement Effective Date)

Issuing Bank	Beneficiary	Amount	LC Number	Issue Date	Expiry Date
Natixis	Tennessee Gas Pipelline Company, LLC	49,608,700.00	SB-55960 / 500IGT2503565AG	8/1/2022	2/1/2027
HSBC	HSBC Bank USA / CFEnergia S.A. de C.V.	43,684,572.40	SDCMTN585218	1/11/2024	1/8/2027
CACIB	Scotiabank / CFEnergia	13,000,000.00	CUSGTF2500131	1/21/2025	1/21/2027
Natixis	Scotiabank Inverlat, S.A.	9,335,998.65	5001IGT2504358AG	11/26/2025	11/28/2026
Natixis	TotalEnergies Gas and Power Ltd	50,884,602.35	5001IGT2504410AG	12/1/2025	10/25/2026
Natixis	PR Electric Power Authority (PREPA)	10,000,000.00	5001IGT2504485AG	12/12/2025	12/12/2026
Natixis	TotalEnergies Gas and Power NA, Inc	14,107,500.00	5001IGT2605466AG	5/15/2026	9/30/2026
Natixis	TotalEnergies Gas and Power NA, Inc	4,937,262.00	5001IGT2605492AG	5/20/2026	9/30/2026
[Natixis	Excelerate Energy Limited Partnership	19,532,968.67	5001IGT260XXXXAG		7/15/2027]
	GLOBAL TOTALS	**215,091,604.07**			
*Excelerate LC to be confirmed					

Schedule 3.15
Subsidiaries

A. Go-Forward Subsidiaries (each, a "Go-Forward Entity")

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE US Holdings LLC	Delaware	New Fortress Energy Inc.	83 limited liability company membership interests / 83%
		NFE Sub LLC	17 limited liability company membership interests / 17%
New Fortress Intermediate LLC	Delaware	NFE US Holdings LLC	175,200,798 units / 100%
NFE Atlantic Holdings LLC	Delaware	New Fortress Intermediate LLC	100 LLC membership interests / 100%
Atlantic Energy Holdings LLC	Delaware	NFE Atlantic Holdings LLC	100 LLC membership interests / 100%
NFE FLNG 1 Issuer LLC	Delaware	Atlantic Energy Holdings LLC	100%
NFE Pioneer 1 LLC	Delaware	NFE FLNG 1 Issuer LLC	100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE Pioneer 2 LLC	Delaware	NFE FLNG 1 Issuer LLC	100%
NFE Pioneer 3 LLC	Delaware	NFE FLNG 1 Issuer LLC	100%
NFE Turbines LLC	Delaware	NFE FLNG 1 Issuer LLC	100%
NFE FLNG 2 LLC	Delaware	New Fortress Energy Inc.	100% common interests
		NFE FLNG 2 Parent LLC	100% preferred interests
NFE Altamira Onshore S. de R.L. de C.V.	Mexico	NFE FLNG 2 LLC	99.99%
		Atlantic Energy Holdings LLC	0.01%
Mexico FLNG Onshore S. de R.L. de C.V.	Mexico	NFE FLNG 2 LLC	99.99%
		Atlantic Energy Holdings LLC	0.01%
NFE Management LLC	Delaware	NFE Atlantic Holdings LLC	100 LLC membership interests / 100%
NFE Patent Holdings LLC	Delaware	NFE Atlantic Holdings LLC	100%
Bradford County LNG Marketing LLC	Delaware	Bradford County Real Estate Holdings LLC	100%
New Fortress Energy Marketing LLC	Delaware	NFE Atlantic Holdings LLC	100 LLC membership interests / 100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE International LLC	Delaware	NFE International Holdings	100%
NFEnergía LLC	Puerto Rico	Atlantic Energy Holdings LLC	100 LLC membership interests / 100%
NFE Andromeda Chartering LLC	Delaware	Atlantic Energy Holdings LLC	10,000 LLC membership interests / 100%
NFE Shannon Holdings Limited	Ireland	NFE UK Holdings Limited [UK]	829,883 ordinary shares / 100%
NFE Frontier LLC	Delaware	Atlantic Energy Holdings LLC	100%
NFE Pathfinder LLC	Delaware	Atlantic Energy Holdings LLC	100%
NFE Vanguard LLC	Delaware	Atlantic Energy Holdings LLC	100%
NFE Explorer LLC	Delaware	Atlantic Energy Holdings LLC	100%
NFE Vessel Management LLC	Delaware	Atlantic Energy Holdings LLC	100%
Bradford County Real Estate Holdings LLC	Delaware	NFE Atlantic Holdings LLC	100%
LA Real Estate Partners LLC	Delaware	NFE Atlantic Holdings LLC	100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE BCS Holdings (A) LLC	Delaware	NFE BCS Mexico Holdings S. de R.L. de C.V. [Mexico]	100 LLC membership interests / 100%
NFE BCS Holdings (B) LLC	Delaware	NFE BCS Mexico Holdings S. de R.L. de C.V. [Mexico]	100 LLC membership interests / 100%
NFEnergía México, S. de R.L. de C.V.	Mexico	NFE Mexico Terminal Holdings Limited [UK]	.01% membership interests
		NFE BCS Holdings (A) LLC	.01% membership interests
		NFE Mexico Holdings S.à r.l. [Luxembourg][1]	99.98% membership interest
NFE Pacífico LAP, S. de R.L. de C.V.	Mexico	NFE BCS Holdings (A) LLC	.005% membership interest
		Amaunet, S. de R.L. de C.V. [Mexico]	.005% membership interest
		NFE Mexico Terminal Holdings Limited [UK]	.01% membership interest
		NFEnergía México, S. de R.L. de C.V. [Mexico]	99.98% membership interest

[1] This entity will be migrated to Mexico and will undergo a name change post-closing.

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
Amaunet, S. de R.L. de C.V.	Mexico	NFE BCS Holdings (A) LLC	.00026% membership interest
		NFE BCS Holdings (B) LLC	.00026% membership interest
		NFE BCS Mexico Holdings S. de R.L. de C.V. [Mexico]	99.99948% membership interest
NFEnergía GN de BCS, S. de R.L. de C.V.	Mexico	NFE Mexico Holdings S.à r.l. [Luxembourg][2]	99.90% membership interest
		NFEnergía México, S. de R.L. de C.V. [Mexico]	.10% membership interest
NFE North Trading LLC	Delaware	Atlantic Energy Holdings LLC	10,000 LLC membership interests / 100%
NFE South Power Trading Limited	Jamaica	Atlantic Energy Holdings LLC	100%
NFE ISO Partners LLC	Delaware	NFE ISO Holdings LLC	100 LLC membership interests / 100%
NFE Transport Partners LLC	Delaware	NFE Atlantic Holdings LLC	1,000 LLC membership interests / 100%
NFE Equipment Partners LLC	Delaware	NFE Atlantic Holdings LLC	100 LLC membership interests / 100%

[2] This entity will be migrated to Mexico and will undergo a name change post-closing.

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
Shannon LNG Limited	Ireland	NFE Shannon Holdings Limited [Ireland]	20,000 A ordinary shares at €0.01 per share (80% Voting Rights; 11% Economic Ownership)
		Sambolo Resources Limited	20,000 B ordinary shares at €0.01 per share (10% Voting Rights, 60% Economic Ownership) 20,000 C ordinary shares at €0.01 per share (10% Voting Rights, 29% Economic Ownership)

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
Shannon LNG Energy Limited	Ireland	NFE Shannon Holdings Limited [Ireland]	1 A ordinary share at €1.00 per share (80% Voting Rights; 11% Economic Ownership)
		Sambolo Resources Limited	1 B ordinary share at €1.00 per share (10% Voting Rights, 60% Economic Ownership) 1 C ordinary share at €1.00 per share (10% Voting Rights, 29% Economic Ownership)
Soluciones de Energia Limpia PR LLC	Puerto Rico	NFEnergia LLC [Puerto Rico]	100 LLC membership interests / 100%
NFE International Holdings [UK]	England and Wales	NFE International Holdings 2 Limited [UK]	3 shares / 100%
NFE International Holdings 1 Limited	England and Wales	Atlantic Energy Holdings LLC	502 shares / 100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE International Holdings 2 Limited	England and Wales	NFE International Holdings 1 Limited [UK]	326 shares / 100%
		NFE Bermuda Holdings Limited [Bermuda]	177 / 100%
NFE Nicaragua Development Partners LLC [Delaware][3]	Delaware	NFE Nicaragua Holdings LLC [Bermuda]	100 LLC membership interests / 100%
Golar Winter Shipping Corp.	Marshall Islands	Golar LNG Partners LP [Marshall Islands]	100%
ZeroParks Holdings LLC	Delaware	NFE Atlantic Holdings LLC	100%
ZeroParks Inc.	Delaware	ZeroParks Holdings LLC	100%
ZeroParks Management LLC	Delaware	ZeroParks Holdings LLC	100%
New Fortress Energy Servicios Mexico, S. de R.L. de C.V.	Mexico	NFE BCS Holdings (A) LLC	50%
		NFE BCS Holdings (B) LLC	50%
NFE Sub LLC	Delaware	New Fortress Energy Inc.	100%

[3] This entity has a Nicaragua branch.

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE Power PR LLC	Puerto Rico	NFEnergía LLC [Puerto Rico]	100 LLC membership interests / 100%
New Fortress Energy Holdings LLC	Delaware	New Fortress Intermediate LLC	100%
NFE GP LLC	Marshall Islands	NFE International Holdings	100% of LLC membership interests
Golar LNG Partners LP	Marshall Islands	NFE International Holdings	100% of limited partnership interests[4]
		NFE GP LLC [Marshall Islands]	100% of general partnership interests
Golar Spirit Corporation	Marshall Islands	Golar LNG Partners LP [Marshall Islands]	100%
NFE Mexico Power Holdings Limited	England and Wales	NFE UK Holdings Limited [UK]	2 ordinary shares / 100%
NFE Mexico Terminal Holdings Limited	England and Wales	NFE UK Holdings Limited [UK]	2 ordinary shares / 100%
FLNG Global Production Co. Limited	England and Wales	NFE International Holdings	100%
NFE FLNG 3 LLC	Delaware	NFE Fast LNG Holdings LLC	100%

[4] In addition to these LP interests, there are 8.75% Series A Cumulative Redeemable Preferred Units in Golar LNG Partners LP owned by third-parties.

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE FLNG 4 LLC	Delaware	NFE Fast LNG Holdings LLC	100%
NFE FLNG 5 LLC	Delaware	NFE Fast LNG Holdings LLC	100%
NFE Fast LNG Operations LLC	Delaware	NFE Fast LNG Holdings LLC	100%
NFE Innovation 1 LLC	Marshall Islands	NFE Fast LNG Operations LLC	100%
NFE Innovation 2 LLC	Marshall Islands	NFE Fast LNG Operations LLC	100%
NFE International Shipping LLC	Delaware	NFE Transport Partners LLC	100%
NFE Grand Shipping LLC	Delaware	NFE Transport Partners LLC	100%
NFE Bermuda Holdings Limited	Bermuda	NFE International Holdings 1 Limited [UK]	2 common shares / 100%
NFE UK Holdings Limited	England and Wales	NFE International Holdings	553 shares / 100%
NFE Global Holdings Limited	England and Wales	Atlantic Energy Holdings LLC	100%
Genera Management LLC	Puerto Rico	Clean Energy Services Limited [Bermuda]	100%
Genera Services LLC	Puerto Rico	Clean Energy Services Limited [Bermuda]	100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
Genera PR LLC	Puerto Rico	Clean Energy Services Limited [Bermuda]	100%
NFE PR Management LLC	Puerto Rico	Atlantic Energy Holdings LLC	100%
NFE BCS Mexico Holdings, S. de R.L. de C.V.	Mexico	NFE Mexico Power Holdings Limited [UK]	99.99%
		NFE UK Holdings Limited	0.01%
Louisiana Development Holdings LLC	Delaware	NFE International Holdings 1 Limited [UK]	100%
NFE FLNG Management (Singapore) Pte. Ltd.	Singapore	NFE International Holdings	100%
NFE Gas Trading Limited	Ireland	Atlantic Energy Holdings LLC	100%
FLNG Lakach Upstream Topco Parent Limited	England and Wales	NFE International Holdings	100%
FLNG 3 UK Holdings Limited	England and Wales	NFE Altamira Holdings LLC	501 ordinary shares / 100%
NFE Altamira Pipeco S. de R.L. de C.V.	Mexico	FLNG 3 UK Holdings Limited [UK]	99.99%
		NFE UK Holdings Limited [UK]	0.01%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE Altamira FLNG S. de R.L. de C.V.	Mexico	FLNG 3 UK Holdings Limited	99.99%
		NFE UK Holdings Limited [UK]	0.01%
NFE Altamira Holdings LLC	Delaware	NFE International Holdings 1 Limited [UK]	2,723,559,105 (Class A)[5]
Zest Energia SCP	Brazil	Atlantic Energy Holdings LLC	87.5%
		Zest Energia S.A.	12.5%
NFE FLNG 2 Parent LLC	Delaware	New Fortress Energy Inc.	100%
NFE Upstream Co., S. de R.L. de C.V.	Mexico	FLNG Lakach Upstream HoldCo Limited [UK]	99.99%
		FLNG Lakach Upstream Parent Limited [UK]	0.01%
NFE Lakach Gasco FLNG S de R.L. de C.V.	Mexico	FLNG Lakach GasCo Holdings Limited [UK]	99.99%
		FLNG Lakach Upstream Parent Limited [UK]	0.01%

B. Subsidiaries Intended to Be Migrated on or after the Closing Date (each, a "Migrating Entity")

[5] In addition to these Class A interests, there are 100 Class B units in NFE Altamira Holdings LLC owned by a third-party.

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE Mexico Holdings Parent S.à r.l.	Luxembourg	NFE Mexico Terminal Holdings Limited [UK]	12,000 Class A shares at € 1.00 per share / 99.99%
		NFE UK Holdings Limited [UK]	1 Class B share at € 1.00 per share / 0.01%
NFE Mexico Holdings S.à r.l.	Luxembourg	NFE Mexico Holdings Parent S.à r.l. [Luxembourg]	12,000 class A shares at € 1.00 per share / 99.99%
		NFE UK Holdings Limited [UK]	1 class B shares at € 1.00 per share / 0.01%

C. Subsidiaries Intended to Be Dissolved on or after the Closing Date (each, a "Dissolving Entity")

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFEnergía Honduras, S. de R.L.	Honduras	Atlantic Energy Holdings LLC	2%
		NFE Honduras Holdings LLC	98%
New Fortress Energy Foundation Limited	Jamaica	Atlantic Energy Holdings LLC	100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE North Infrastructure Limited	Bermuda	NFE Atlantic Holdings LLC	100%
NFE Angola – Sociedade Unipessoal, Lda.	Angola	NFE Angola Holdings LLC	100%
NFE SA Holdings (Pty) Ltd[6]	South Africa	NFE UK Holdings Limited [UK]	100%
NFE SA Terminal (Pty) Ltd[7]	South Africa	NFE SA Holdings (Pty) Ltd [South Africa]	100%
NFE BGE Consortium Project Company (Pty) Ltd[8]	South Africa	NFE SA Terminal (Pty) Ltd	51%
		BGE	49%
PATH LTD.	Bahamas	Atlantic Energy Holdings LLC	100%
Encanto East LLC	Puerto Rico	NFEnergía LLC [Puerto Rico]	100%
Encanto West LLC	Puerto Rico	NFEnergía LLC [Puerto Rico]	100%
Encanto Power West LLC	Puerto Rico	NFEnergía LLC [Puerto Rico]	100%
Atlantic Pipeline Holdings SRL	Barbados	Atlantic Energy Holdings LLC	100%

[6] This entity is legally dissolved, but is still in the dissolution process for tax purposes.

[7] This entity is legally dissolved, but is still in the dissolution process for tax purposes.

[8] This entity is legally dissolved, but is still in the dissolution process for tax purposes.

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
Clean Energy Services Limited	Bermuda	Atlantic Energy Holdings LLC	100%
NFE Ireland Treasury Limited	Ireland	NFE International Holdings	100%
NFE Marketing and Trading Limited	England and Wales	NFE UK Holdings Limited [UK]	100%
FLNG Lakach GasCo Holdings Limited	England and Wales	NFE UK Holdings Limited [UK]	100%
FLNG Lakach Upstream Parent Limited	England and Wales	NFE UK Holdings Limited [UK]	100%
FLNG Lakach Upstream HoldCo Limited	England and Wales	FLNG Lakach Upstream Parent Limited [UK]	100%
NFE Power México Soc. de Resp. Limitada de Capital Variable	Mexico	NFE Atlantic Holdings LLC	90%
		Atlantic Energy Holdings LLC	10%
NFE Brazil NewCo Limited	England and Wales	NFE Financing LLC	100%
NFE Nicaragua Holdings LLC	Bermuda	NFE UK Holdings Limited [UK]	100%
NFE South Power Buyback Holdings Limited	Jamaica	Atlantic Energy Holdings LLC	100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
NFE Brazil Investments LLC	Delaware	NFE International Holdings 1 Limited [UK]	100%
NFE Financing LLC	Delaware	NFE Brazil Investments LLC	100%
NFE South Power Holdings LLC	Delaware	Atlantic Energy Holdings LLC	100%
Klondike Digital Infrastructure LLC	Delaware	NFE Atlantic Holdings LLC	100%
LNG Holdings LLC	Delaware	NFE Atlantic Holdings LLC	100%
NFE Honduras Holdings LLC	Delaware	Atlantic Energy Holdings LLC	100%
NFE ISO Holdings LLC	Delaware	NFE Logistics Holdings LLC	100%
NFE Logistics Holdings LLC	Delaware	NFE Atlantic Holdings LLC	100%
NFE Angola Holdings LLC	Delaware	Atlantic Energy Holdings LLC	100%
Bradford County Power Partners LLC	Delaware	NFE International Holdings	100%
NFE Fast LNG Holdings LLC	Delaware	FLNG Lakach Upstream Topco Parent Limited	100%

Current Legal Entities Owned	Issuer Jurisdiction of Incorporation or Organization	Record Owner	No. Shares/Interest
Energy Transport Solutions LLC	Delaware	Bradford County Real Estate Holdings LLC	100%
KDI Wyalusing Power LLC	Delaware	Klondike Digital Infrastructure LLC	100%

Schedule 3.19
Filing Jurisdictions

Type of Filing	Entity	Jurisdictions
UCC-1	New Fortress Energy Inc.	Delaware
UCC-1	Atlantic Energy Holdings LLC	Delaware
UCC-1	New Fortress Energy Marketing LLC	Delaware
UCC-1	New Fortress Intermediate LLC	Delaware
UCC-1	NFE Andromeda Chartering LLC	Delaware
UCC-1	NFE Atlantic Holdings LLC	Delaware
UCC-1	NFE BCS Holdings (A) LLC	Delaware
UCC-1	NFE BCS Holdings (B) LLC	Delaware
UCC-1	NFE Equipment Partners LLC	Delaware
UCC-1	NFE FLNG 1 Issuer LLC	Delaware
UCC-1	NFE ISO Partners LLC	Delaware
UCC-1	NFE Management LLC	Delaware
UCC-1	NFE Nicaragua Development Partners LLC	Delaware
UCC-1	NFE North Trading LLC	Delaware
UCC-1	NFE Pioneer 1 LLC	Delaware
Ship Mortgage	NFE Pioneer 1 LLC	Vanuatu
UCC-1	NFE Pioneer 2 LLC	Delaware
Ship Mortgage	NFE Pioneer 2 LLC	Vanuatu
UCC-1	NFE Pioneer 3 LLC	Delaware
Ship Mortgage	NFE Pioneer 3 LLC	Vanuatu
UCC-1	NFE Sub LLC	Delaware
UCC-1	NFE Transport Partners LLC	Delaware
UCC-1	NFE US Holdings LLC	Delaware
UCC-1	NFE BCS Mexico Holdings, S. de R.L. de C.V.	District of Columbia
UCC-1	Amaunet, S. de R.L. de C.V.	District of Columbia

Type of Filing	Entity	Jurisdictions
UCC-1	New Fortress Energy Inc.	Delaware
UCC-1	Atlantic Energy Holdings LLC	Delaware
UCC-1	New Fortress Energy Marketing LLC	Delaware
UCC-1	New Fortress Intermediate LLC	Delaware
UCC-1	NFE Andromeda Chartering LLC	Delaware
UCC-1	NFE Atlantic Holdings LLC	Delaware
UCC-1	NFE BCS Holdings (A) LLC	Delaware
UCC-1	NFE BCS Holdings (B) LLC	Delaware
UCC-1	NFE Equipment Partners LLC	Delaware
UCC-1	NFE Pacífico LAP, S. de R.L. de C.V.	District of Columbia
UCC-1	NFE Shannon Holdings Limited	District of Columbia
UCC-1	NFEnergía GN de BCS, S. de R.L. de C.V.	District of Columbia
UCC-1	NFEnergía México, S. de R.L. de C.V.	District of Columbia
UCC-1	NFE GP LLC	District of Columbia
UCC-1	NFE Altamira Pipeco S. de R.L. de C.V.	District of Columbia
UCC-1	NFE Altamira FLNG S. de R.L. de C.V.	District of Columbia
UCC-1	Soluciones de Energia Limpia PR LLC	Puerto Rico
UCC-1	NFEnergía LLC	Puerto Rico
UCC-1 (P.R.E.P.A. Fuel Sale and Purchase Agreement Assignment)	NFEnergía LLC	Puerto Rico
UCC-1 (Puerto Rico Ports Authority Leasehold Mortgage)	NFEnergía LLC	Puerto Rico
UCC-1	NFE Altamira Holdings LLC	Delaware

Type of Filing	Entity	Jurisdictions
UCC-1	New Fortress Energy Inc.	Delaware
UCC-1	Atlantic Energy Holdings LLC	Delaware
UCC-1	New Fortress Energy Marketing LLC	Delaware
UCC-1	New Fortress Intermediate LLC	Delaware
UCC-1	NFE Andromeda Chartering LLC	Delaware
UCC-1	NFE Atlantic Holdings LLC	Delaware
UCC-1	NFE BCS Holdings (A) LLC	Delaware
UCC-1	NFE BCS Holdings (B) LLC	Delaware
UCC-1	NFE Equipment Partners LLC	Delaware
UCC-1	NFE International Holdings	District of Columbia / New York
MR01 Companies House	NFE International Holdings	England and Wales
UCC-1	NFE International Holdings 1 Limited	District of Columbia / New York
MR01 Companies House	NFE International Holdings 1 Limited	England and Wales
UCC-1	NFE International Holdings 2 Limited	District of Columbia / New York
MR01 Companies House	NFE International Holdings 2 Limited	England and Wales
RUG (Assets Pledge)	Amaunet, S. de R.L. de C.V.	Mexico
RUG (Assets Pledge)	NFE Pacífico LAP, S. de R.L. de C.V.	Mexico
RUG (Assets Pledge)	NFEnergía GN de BCS, S. de R.L. de C.V.	Mexico
RUG (Assets Pledge)	NFEnergía México, S. de R.L. de C.V.	Mexico
RUG (Assets Pledge)	NFE BCS México Holdings, S. de R.L. de C.V.	Mexico
RUG (Assets Pledge)	NFE Altamira Pipeco S. de R.L. de C.V.	Mexico

Type of Filing	Entity	Jurisdictions
UCC-1	New Fortress Energy Inc.	Delaware
UCC-1	Atlantic Energy Holdings LLC	Delaware
UCC-1	New Fortress Energy Marketing LLC	Delaware
UCC-1	New Fortress Intermediate LLC	Delaware
UCC-1	NFE Andromeda Chartering LLC	Delaware
UCC-1	NFE Atlantic Holdings LLC	Delaware
UCC-1	NFE BCS Holdings (A) LLC	Delaware
UCC-1	NFE BCS Holdings (B) LLC	Delaware
UCC-1	NFE Equipment Partners LLC	Delaware
RUG (Assets Pledge)	NFE Altamira FLNG S. de R.L. de C.V.	Mexico
UCC-1	NFE Power PR LLC	Puerto Rico
UCC-1	NFE Mexico Power Holdings Limited	District of Columbia / New York
UCC-1	NFE Mexico Terminal Holdings Limited	District of Columbia / New York
MR01 Companies House	NFE Mexico Power Holdings Limited	England and Wales
MR01 Companies House	NFE Mexico Terminal Holdings Limited	England and Wales
UCC-1	NFE Bermuda Holdings Limited	District of Columbia / New York
UCC-1	NFE UK HOLDINGS LIMITED	District of Columbia / New York
MR01 Companies House	NFE UK HOLDINGS LIMITED	England and Wales
UCC-1	NFE Mexico Holdings S.à r.l.	District of Columbia
UCC-1	NFE Mexico Holdings Parent S.à r.l.	District of Columbia

Type of Filing	Entity	Jurisdictions
UCC-1	New Fortress Energy Inc.	Delaware
UCC-1	Atlantic Energy Holdings LLC	Delaware
UCC-1	New Fortress Energy Marketing LLC	Delaware
UCC-1	New Fortress Intermediate LLC	Delaware
UCC-1	NFE Andromeda Chartering LLC	Delaware
UCC-1	NFE Atlantic Holdings LLC	Delaware
UCC-1	NFE BCS Holdings (A) LLC	Delaware
UCC-1	NFE BCS Holdings (B) LLC	Delaware
UCC-1	NFE Equipment Partners LLC	Delaware
MR01 Companies House	FLNG 3 UK Holdings Limited	England and Wales
UCC-1	FLNG 3 UK Holdings Limited	District of Columbia / / New York
Form C-1	NFE Shannon Holdings Limited	Irish Companies Registration Office

Schedule 5.12
Post-Restatement Matters

1. No later than ninety (90) days following the Restatement Effective Date (or such longer date as the Super-Senior Priority Lien Collateral Agent may agree in its reasonable discretion) and subject to the applicable time periods and limitations and exceptions set forth in the Security Documents, the Borrower shall cause each Guarantor that is a Foreign Subsidiary to deliver to the Administrative Agent: (i) Security Documents in respect of the Collateral in the applicable jurisdictions outside of the United States (collectively, the "Post-Closing Security Documents") in accordance with Section 5.10(e)(iii) of the Agreement, which shall include, for the avoidance of doubt, the scope of documents that have been agreed between the Borrower and counsel to the Agents prior to the Restatement Effective Date (including such Security Documents governed by the laws of Mexico that constitute Single Lien Security Documents (as defined in the Common Representative Continuation Agreement (as defined in the Amendment and Restatement Agreement)), and any termination thereof, or assignments thereto or amendments or restatements thereof with respect to the applicable Single Lien Collateral (as defined in the Common Representative Continuation Agreement)); provided that to the extent that any Security Document (including any Single Lien Security Document) in effect immediately prior to the Restatement Effective Date is to be released or terminated with respect to assets that constitute Collateral, such release or termination shall occur substantially concurrently with the effectiveness of the applicable new Security Document, amendment or restatement to such Security Document or assignment of such Security Document, as applicable, (ii) all filings and other documents required by such Post-Closing Security Documents to create or perfect (to the extent required by such Security Documents) the security interests for the benefit of the Secured Parties in the Collateral of such Guarantor, (iii) legal opinions, in form and substance reasonably acceptable to the Administrative Agent, of applicable local counsel to the Borrower and such Guarantor or to the Agents (which opinions shall cover the Post-Closing Security Documents in respect of the Collateral in relevant jurisdictions outside of the United States) dated the date of such Post-Closing Security Documents and addressed to the Administrative Agent, the Super-Senior Priority Lien Collateral Agent and the Lenders and (iv) a certificate of a Responsible Officer of such Guarantor, certifying (A) as to copies of the Organizational Documents of such Guarantor together with all amendments thereto, (B) as to a copy of the resolutions or written consents of such Guarantor authorizing (1) the transactions contemplated by the Loan Documents to which such Guarantor is or will be a party, and (2) the execution, delivery and performance by such Guarantor of each Loan Document to which such Guarantor is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection therewith and (C) the names and true signatures of the representatives of such Guarantor authorized to sign each Loan Document to which such Guarantor is or will be a party and the other documents to be executed and delivered by such Guarantor in connection therewith, together with evidence of the incumbency of such authorized officers.

2. If any Restricted Subsidiary of the Borrower that is a Dissolving Entity (as defined in Schedule 3.15 to the Agreement) that would have been required to be a Loan Party on the Restatement Effective Date but for the operation of Section 5.12 of the Agreement and this paragraph 2 has not been dissolved or otherwise wound up within, or the paperwork to dissolve or wind up has not been filed on or prior to the date that is, (x) in the case of a Restricted Subsidiary organized in the United States, thirty (30) days after the Restatement Effective Date, or (y) in the case of any

Foreign Subsidiary, sixty (60) days after the Restatement Effective Date, then, subject to and in accordance with Section 5.10(a) of the Agreement, the Borrower shall cause such Restricted Subsidiary to deliver to the Super-Senior Priority Lien Collateral Agent, as applicable: (i) a Joinder Agreement, (ii) a supplement to the Security Agreement substantially in the form of Exhibit B thereto, (iii) an acknowledgment to the Intercreditor Agreement, (ii) Security Documents in respect of the Collateral in the relevant jurisdictions outside of the United States, (iii) all filings and other documents required by such Security Documents to create or perfect (to the extent required by such Security Documents) the security interests for the benefit of the Secured Parties in the Collateral of such Restricted Subsidiary, (iv) legal opinions, in form and substance reasonably acceptable to the Administrative Agent, of applicable local counsel to the Borrower and such Restricted Subsidiaries or to the Agents (which opinions shall cover the Security Documents in respect of the Collateral in relevant jurisdictions outside of the United States) dated the date of such Security Documents and addressed to the Administrative Agent, the Super-Senior Priority Lien Collateral Agent and the Lenders and (v) a certificate of a Responsible Officer of such Foreign Subsidiary, certifying (A) as to copies of the Organizational Documents of such Restricted Subsidiary together with all amendments thereto, (B) as to a copy of the resolutions or written consents of such Restricted Subsidiary authorizing (1) the transactions contemplated by the Loan Documents to which such Restricted Subsidiary is or will be a party, and (2) the execution, delivery and performance by such Restricted Subsidiary of each Loan Document to which such Restricted Subsidiary is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection therewith and (C) the names and true signatures of the representatives of such Restricted Subsidiary authorized to sign each Loan Document to which such Restricted Subsidiary is or will be a party and the other documents to be executed and delivered by such Restricted Subsidiary in connection therewith, together with evidence of the incumbency of such authorized officers.

3. If any Guarantor that is a Migrating Entity (as defined in Schedule 3.15 to the Agreement) has not been migrated, re-domiciled or otherwise converted to an entity in any jurisdiction of organization of any other Guarantor within, or the paperwork to migrate, re-domicile or otherwise convert to an entity in any jurisdiction of organization of any other Guarantor has not been filed on or prior to the date that is, sixty (60) days after the Restatement Effective Date, then such Guarantor shall deliver to the Administrative Agent within sixty (60) days (or such longer date as the Super-Senior Priority Lien Collateral Agent may agree in its reasonable discretion) and subject to the applicable time periods and limitations and exceptions set forth in the Security Documents: (i) Security Documents in respect of the Collateral in the relevant jurisdictions outside of the United States in accordance with Section 5.10(e)(iii) of the Agreement, (ii) all filings and other documents required by such Security Documents to create or perfect (to the extent required by such Security Documents) the security interests for the benefit of the Secured Parties in the Collateral of such Guarantor, (iii) legal opinions, in form and substance reasonably acceptable to the Administrative Agent, of applicable local counsel to the Borrower and such Guarantor or to the Agents (which opinions shall cover the Security Documents in respect of the Collateral in relevant jurisdictions outside of the United States) dated the date of such Security Documents and addressed to the Administrative Agent, the Super-Senior Priority Lien Collateral Agent and the Lenders and (v) a certificate of a Responsible Officer of such Guarantor, certifying (A) as to copies of the Organizational Documents of such Guarantor together with all amendments thereto, (B) as to a copy of the resolutions or written consents of such Guarantor authorizing (1) the transactions contemplated by the Loan Documents to which such Guarantor is

or will be a party, and (2) the execution, delivery and performance by such Guarantor of each Loan Document to which such Guarantor is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection therewith and (C) the names and true signatures of the representatives of such Guarantor authorized to sign each Loan Document to which such Guarantor is or will be a party and the other documents to be executed and delivered by such Guarantor in connection therewith, together with evidence of the incumbency of such authorized officers.

4. Not later than (x) sixty (60) days with respect to Control Agreements to be governed by the laws of the United States, United Kingdom and/or Ireland and (y) ninety (90) days with respect to Control Agreements to be governed by the laws of Mexico and/or Nicaragua, in each case, following the Restatement Effective Date (or such longer date as the Super-Senior Priority Lien Collateral Agent may agree in its reasonable discretion), the Loan Parties shall to the extent not completed on the Restatement Effective Date enter into Control Agreements or assignments thereto or amendments or restatements thereof with respect to each Deposit Account, securities account, and commodities account (other than Excluded Accounts); provided that to the extent any existing Control Agreement (including, for the avoidance of doubt, the Control Agreements (as defined in the Controlling Authorized Representative Continuation Agreement (as defined in the Amendment and Restatement Agreement))) in effect immediately prior to the Restatement Effective Date with respect to any such Deposit Account, securities account, and commodities account (other than Excluded Accounts) is to be released, such release shall occur substantially concurrently with the effectiveness of the applicable new Control Agreement or the applicable assignment thereto or amendment or restatement thereof, as applicable.

5. Not later than ninety (90) days following the Restatement Effective Date (or such longer date as the Super-Senior Priority Lien Collateral Agent may agree in its reasonable discretion), the Loan Parties shall to the extent not completed on the Restatement Effective Date (i) execute, deliver and record a Ship Mortgage or assignments thereto or amendments or restatements thereof with respect to any tanker or other marine vessel with a value (as reasonably estimated by the Borrower) in excess of $8.0 million (other than Excluded Assets) that is owned by any Loan Party as of the Restatement Effective Date, (ii) deliver customary legal opinions of admiralty counsel to the applicable Loan Party or to the Agents, in each case, in form and substance satisfactory to counsel(s) to the Required Lenders and (iii) deliver an updated perfection certificate substantially in the form of the perfection certificate delivered on the Restatement Effective Date; provided that in the case of this clause 5, to the extent any existing Ship Mortgage in effect immediately prior to the Restatement Effective Date with respect to any such tanker or other marine vessel is to be released, such release shall occur substantially concurrently with the effectiveness of the applicable new Ship Mortgage or the applicable assignment thereto or amendment or restatement thereof, as applicable.

Schedule 6.1
Investments

A. Securities of any other Person (other than the Borrower or any Guarantor)

Issuer	Record Owner	No. Shares/Interest
Naviera Ballena Azul S. de R.L. de C.V.	NFEnergia Mexico S. de R.L. de C.V.	49.0%
Energos Infrastructure Holdings LLC (Marshall Islands)[9]	Golar Winter Shipping Corp.	0.14%
Mexico FLNG S. de R.L. de C.V.	FLNG Global Production Co. Limited	49.0%

See also Schedule 3.15 above, which is incorporated in this section A of Schedule 6.1 by reference.

B. Asset Acquisitions

Description of Investment	Investment Amount
Purchase option in favor of NFE Andromeda Chartering LLC to acquire the vessel Nusantara Regas Satu (IMO 7382744) from PT Golar Indonesia	Fair market value (to be determined at time of exercise)
Purchase option in favor of NFEnergia Mexico, S. de R.L. de C.V. to acquire the vessel NFE Zero (IMO 9418523) from Naviera Ballena Azul, S. de R.L. de C.V.	$30,000,000, with payment under the agreement applied to the purchase price in accordance with Exhibit B of the agreement
Purchase Option in favor of NFE Equipment Partners LLC to acquire the vessel NFE Reimagine (IMO 9285330) from Naviera Ballena Azul, S. de R.L. de C.V.	$16,000,000 with payment under the agreement applied to the purchase price in accordance with Exhibit B of the agreement

C. Loans, Advances and Capital Contributions

[9] Entity fka Floating Infrastructure Holdings LLC.

Entity	Recipient	Type (Loan / Advance / Capital Contribution)	Status (Existing / Contractually Committed / Contemplated)	Amount
NFE FLNG 1 LLC	NFE FLNG 2 LLC	Repayment of Intercompany Receivable	Existing	$3,900,000

Schedule 6.3
Indebtedness

Primary Debt Instrument	Obligors	Counterparties	Type of Indebtedness	Maturity Date	Amount of Indebtedness
8.75% Series A Cumulative Redeemable Preferred Units	Golar LNG Partners LP	Holders of Golar LNG Partners LP's Preferred Stock	Preferred Stock	Perpetual	$138,000,000 aggregate liquidation preference
Bareboat Charter Party (BIMCO BARECON 2017), dated March 24, 2023	NFE Andromeda Chartering LLC	Energos Grand Corporation	Financing Lease [Energos Grand]	August 15, 2042	daily hire of $29,000 x 20 years

Schedule 6.5
Affiliate Transactions

The content below includes the primary operative document for each transaction and, in some cases, certain ancillary documents related thereto. Not all ancillary documents (including addenda, account pledges, assignments of earnings/insurances, notices, security documents, quiet enjoyment agreements, and management agreements related to each transaction) are separately listed, but such ancillary documents are deemed included.

1. FLNG 2 - WTNA
    a. Credit Agreement, dated as of the Closing Date, between BlockerCo, as the borrower, the Borrower, as the initial lender, the guarantors from time to time party thereto, the lenders from time to time party thereto, and Wilmington Trust, National Association as administrative agent for the lenders and as collateral agent for the secured parties.

2. Turbines Sale-Leaseback Transaction Documents

3. Energos – Freeze
    a. International FSRU Charter Agreement, dated as of April 25, 2025, between NFE Andromeda Chartering LLC, as Owner, and Energía 2000 S.A., as Charterer, in respect of the LNG floating storage and regasification vessel named "Energos Freeze" having IMO No. 7361922.
    b. Charterer Guarantee, dated as of April 25, 2025, made by New Fortress Energy Inc., as Guarantor, in favor of Energos Freeze Corp., as Owner, guaranteeing the obligations of NFE Andromeda Chartering, LLC, as Charterer.
    c. International FSRU Charter Agreement, executed as of August 28, 2025, effective as of April 25, 2025, between Energos Freeze Corp., as Owner, and NFE Andromeda Chartering, LLC, as Charterer, in respect of the LNG floating storage and regasification vessel named "Energos Freeze" having IMO No. 7361922.
    d. Customer Guarantee, dated as of April 25, 2025, made by New Fortress Energy Inc., as Guarantor, in favor of Energos Freeze Corp., as Contractor, guaranteeing the obligations of NFE Andromeda Chartering LLC, as Customer.

4. Energos – Grand
    a. Bareboat Charter Party (BIMCO BARECON 2017), dated March 24, 2023, between Golar Grand Corporation, as Owner, and NFE Andromeda Chartering LLC, as Charterer, in respect of the LNG floating storage unit named "Energos Grand" having IMO No. 9303560.
    b. Bareboat Charter Party (BIMCO BARECON 2017), dated March 24, 2023, between NFE Andromeda Chartering LLC, as Owner, and NFE Pacifico LAP, S. de R.L. de C.V., as Charterer, in respect of the LNG floating storage unit named "Energos Grand" having IMO No. 9303560.
    c. Addendum No. 1 to the Bareboat Charter Party for the Energos Grand (formerly the Golar Grand), dated August 11, 2023, between Energos Grand Corporation (formerly

known as Golar Grand Corporation), as Owner, and NFE Andromeda Chartering LLC, as Charterer.

d. Addendum No. 2 to the Bareboat Charter Party for the Energos Grand (formerly the Golar Grand), dated October 23, 2023, between Energos Grand Corporation, as Owner, and NFE Andromeda Chartering LLC, as Charterer.
e. Amended and Restated Bareboat Charter Party, dated March 24, 2023, between NFE Andromeda Chartering LLC, as the Owner, and NFE Pacifico LAP S. de R.L. de C.V., as Charterer, in respect of the LNG floating storage unit named "Energos Grand" having IMO No. 9303560.
f. Addendum No. 1 to the Amended and Restated Bareboat Charter Party for the Energos Grand, dated December 23, 2025, between Andromeda Chartering LLC, as the Owner, and NFE Pacifico LAP S. de R.L. de C.V., as Charterer.
g. Account Pledge and Security Agreement, dated November 15, 2023, made by NFE Andromeda Chartering LLC, as Pledgor, in favor of Energos Grand Corporation, as Pledgee.
h. Deed of Termination and Mutual Release, dated November 15, 2023, between Energos Grand Corporation, as Owner, and Cool Company Management Ltd, as Manager.
i. Multipartite Direct Agreement, dated as of November 15, 2023, among NFE Pacifico LAP, S. de R.L. de C.V., NFE Andromeda Chartering LLC, as Assignor, Energos Grand Corporation, as Owner, and Investec Bank PLC, as Collateral Agent.
j. Notice of Assignment of Insurances, dated November 15, 2023, from Energos Grand Corporation and NFE Andromeda Chartering LLC to Assuranceforeningen Skuld (Gjensidig), in respect of MV "Energos Grand" with IMO No. 9303560.

5. Energos – Eskimo
   a. International Charter Agreement, dated July 9, 2025, between Energos Eskimo Corporation, as Owner, and NFE Andromeda Chartering LLC, as Charterer, in respect of an LNG floating storage and regasification vessel the Energos Eskimo.
   b. Regasification Service Agreement, dated November 20, 2024, between Egyptian Natural Gas Holding Company, NFE Andromeda Chartering LLC, as Contractor.
   c. Charterer Guarantee, dated July 9, 2025, by New Fortress Energy Inc. in favor of Energos Eskimo Corp.

6. Energy Endurance – Alpha Gas
   a. SHELLLNGTIME2 Time Charter Party, dated December 19, 2022 between Markoni Navigation S.A., as Owner, and NFE Transport Partners LLC, as Charterer, for Hyundai Samho Heavy Industries - Hull Number 8106 to be named "TBN" (IMO No. 9948695).
   b. Addendum No. 1 to the SHELLLNGTIME2 Time Charter Party for the Energy Endurance, dated October 30, 2023, between Markoni Navigation S.A., as Owner, and NFE Transport Partners LLC, as Charterer.
   c. Addendum No. 2 to the SHELLLNGTIME2 Time Charter Party for the Energy Endurance, dated July 30, 2024, between Markoni Navigation S.A., as Owner, and NFE Transport Partners LLC, as Charterer.
   d. Alternative Chartering Services Agreement to the SHELLLNGTIME2 Time Charter Party for the Energy Endurance, dated October 13, 2025, between Markoni Navigation S.A., as Owner, and NFE Transport Partners LLC, as Charterer.

e. Novation Agreement to the SHELLLNGTIME2 Time Charter Party for the Energy Endurance, dated February 9, 2026, between Markoni Navigation S.A., as Owner, and NFE Andromeda Chartering LLC as successor to NFE Transport Partners LLC, as Charterer.
f. Addendum No. 4 to the SHELLLNGTIME2 Time Charter Party for the Energy Endurance, dated April 7, 2026, between between Markoni Navigation S.A., as Owner, NFE Andromeda Charter LLC, as Charterer, and New Fortress Energy Inc., as Guarantor.
g. Charterer Parent Company Guarantee, dated December 19, 2022, by New Fortress Energy Inc. in favour of Markoni Navigation S.A. in respect of the vessel "Energy Endurance" (IMO No. 9948695).
h. Addendum No. 1 to the Charterer Parent Company Guarantee, dated February 9th 2026, by New Fortress Energy Inc. in favour of Markoni Navigation S.A. in respect of the vessel (IMO No. 9948695)

7. Orion Sea – JPMorgan
   a. Time Charter Party, dated November 12, 2021, between Meridian 23 Limited, as Owner, and NFE Transport Partners LLC, as Charterer, for Samsung Heavy Industries Co., Ltd. - Hull Number 2336 to be named "Orion Sea."

8. Golar Maria
   a. Time Charter Party, dated August 15, 2022, between Golar LNG 2234 LLC, as Owner, and NFE Andromeda Chartering LLC, as Charterer, in respect of the vessel "Golar Maria."
   b. Deed of Guarantee, dated as of August 15, 2022, between New Fortress Energy Inc., as guarantor, and Golar LNG 2234 LLC, as beneficiary, in respect of the vessel "Golar Maria."

9. Methane Princess
   a. Time Charter Party, dated August 15, 2022, between Golar LNG 2215 Corporation, as Owner, and NFE Andromeda Chartering LLC, as Charterer, in respect of the vessel "Methane Princess."
   b. Deed of Guarantee, dated as of August 15, 2022, between New Fortress Energy Inc., as guarantor, and Golar LNG 2215 Corporation, as beneficiary, in respect of the vessel "Methane Princess."

10. NFE Clean Energy
    a. Bareboat Charter Party (BIMCO BARECON 2017), dated November 7, 2025, between NFE Nicaragua Development Partners LLC, as Owner, and GNT Energy Solutions LLC, as Charterer, in respect of the vessel "NFE Clean Energy" having IMO No. 9315513.
    b. Addendum No. 1 to Bareboat Charter Party for the vessel "NFE Clean Energy," dated November 2025, between NFE Nicaragua Development Partners LLC, as Owner, and GNT Energy Solutions LLC, as Charterer.

11. Energos Penguin

a. Bareboat Charter Party (BIMCO BARECON 2017), dated March 9, 2023, between Golar Hull M2023 Corp, as Owner, and NFE Andromeda Chartering LLC, as Charterer, in respect of the vessel Golar Penguin having IMO No. 9624938.

b. Addendum No. 1 to Bareboat Charter Party for the "Energos Penguin," dated August 11, 2023, between Golar Hull M2023 Corp, as Owner, and NFE Andromeda Chartering LLC, as Charterer.

c. Addendum No. 2 to Bareboat Charter Party for the "Energos Penguin," dated October 23, 2023, between Golar Hull M2023 Corp., as Owner, and NFE Andromeda Chartering LLC, as Charterer.

d. Account Pledge and Security Agreement, dated November 15, 2023, by NFE Andromeda Chartering, as pledgor, in favor of Golar Hull M2023 Corp., as pledgee, in respect of the vessel Energos Penguin (formerly the Golar Penguin) having IMO No. 9624938.

e. Deed of Amendment to Bareboat Charter Party, dated November 15, 2023, between Golar Hull M2023 Corp., as Owner, and NFE Andromeda Chartering LLC, as lessee, in respect of the vessel Energos Penguin (formerly the Golar Penguin) having IMO No. 9624938.

f. Amended and Restated Bareboat Charter Party (BIMCO BARECON 207), dated March 9, 2023, between NFE Andromeda Chartering LLC, as Owner, and Mexico FLNG S. de R.L. de C.V., as Charterer, in respect of the vessel Golar Penguin having IMO No. 9624938.

g. Addendum No. 1 to the Amended and Restated Bareboat Charter Party, dated March 9, 2023, between NFE Andromeda Chartering LLC, as Owner, and Mexcio FLNG S. de R.L. de C.V., as Charterer, in respect of the vessel NFE Penguin having IMO No. 9624938.

h. Multipartite Direct Agreement, dated as of November 15, 2023, between Mexico FLNG S. de R.L. de C.V. and NFE Andromeda Chartering LLC, the assignor, to and in favor of Golar Hull M2023 Corp. and Investec Bank PLC.

12. NFE Zero

a. Financial Lease Agreement with Purchase Option, dated March 28, 2023, between NFEnergia Mexico S. de R.L. de C.V., as the lessor, and Naviera Ballena Azul, S. de R.L. de C.V., as the lessee, in respect of the tug vessel NFE Zero (IMO Number 9418523).

b. Addendum No. 1 to Financial Lease Agreement with Purchase Option for the tug vessel NFE Zero, dated March 28, 2023, between NFEnergia Mexico S. de R.L. de C.V., as the lessor, and Naviera Ballena Azul, S. de R.L. de C.V., as the lessee.

c. Time Charter Party, dated March 28, 2023, between Naviera Ballena Azul, S. de R.L. de C.V., as Owner, and NFE Pacifico Lap, S. de R.L. de C.V., as Charterer, in respect of the tug vessel NFE Zero (IMO Number 9418523).

13. NFE Reimagine

a. Lessee Parent Company Guarantee, dated January 19, 2024 between NFE Equipment Partners LLC (as successor to NFE Transport Partners LLC), as lessor, and NFEnergia Mexico S. de R.L. de C.V. as Guarantor, in respect of the vessel NFE Reimagine (IMO Number 9285330).

b. Financial Lease Agreement with Purchase Option, dated January 19, 2024, as amended by Novation Agreement, dated February 12, 2026 between NFE Equipment Partners LLC (as successor to NFE Transport Partners LLC), as the lessor, and Naviera Ballena Azul, S. de R.L. de C.V., as the lessee, in respect of the vessel NFE Reimagine (IMO Number 9285330).

c. Addendum No. 1 to Financial Lease Agreement with Purchase Option for the NFE Reimagine, dated January 19, 2024, between NFE Equipment Partners LLC (as successor to NFE Transport Partners LLC), as the lessor, and Naviera Ballena Azul, S. de R.L. de C.V., as the lessee.

14. NFE Pioneer I, II, III

a. Amended and Restated Bareboat Charter Party (BIMCO BARECON 2017), dated April 25, 2023, between NFE Pioneer 1 LLC, as the Owner, and Mexico FLNG, S. de R.L. de C.V., as the Charterer, over the vessel NFE Pioneer I (IMO Number 9002568).
b. Addendum No. 1 to the Amended and Restated Bareboat Charter Party for the "NFE Pioneer I," dated December 23, 2025, between NFE Pioneer 1 LLC, as the Owner, and Mexico FLNG, S. de R.L. de C.V., as the Charterer.
c. Amended and Restated Bareboat Charter Party (BIMCO BARECON 2017), dated April 25, 2023, between NFE Pioneer 2 LLC, as the Owner, and Mexico FLNG, S. de R.L. de C.V., as the Charterer, over the vessel NFE Pioneer II (IMO Number 8415770).
d. Addendum No. 1 to the Amended and Restated Bareboat Charter Party for the "NFE Pioneer II," dated December 23, 2025, between NFE Pioneer 1 LLC, as the Owner, and Mexico FLNG, S. de R.L. de C.V., as the Charterer.
e. Amended and Restated Bareboat Charter Party (BIMCO BARECON 2017), dated April 25, 2023, between NFE Pioneer 3 LLC, as the Owner, and Mexico FLNG, S. de R.L. de C.V., as the Charterer, over the vessel NFE Pioneer III (IMO Number 8770601).
f. Addendum No. 1 to the Amended and Restated Bareboat Charter Party for the "NFE Pioneer III," dated December 23, 2025, between NFE Pioneer 3 LLC, as the Owner, and Mexico FLNG, S. de R.L. de C.V., as the Charterer.

15. Tugboats

a. Guaranty Agreement, dated December 28, 2023, by New Fortress Energy Inc., a Delaware corporation, in favor of ARF Offshore II LLC, a Delaware limited liability company, over the Charter for the NFE Frontier (Vanuatu Official No. 2727).
b. Financial Lease Agreement, dated December 28, 2023, made by and between ARF Offshore II LLC, a Delaware limited liability company, as owner, together with its successors and assigns, and Naviera Ballena Azul S. de R.L. de C.V., a Mexican limited liability company, as lessee, over the Charter for the NFE Frontier (Vanuatu Official No. 2727).

c. Lessee's Declaration of the Termination Option dated December 28, 2023, exercised by Naviera Ballena Azul, S. de R.L. de C.V., a Mexican limited liability company, over the NFE Frontier (Vanuatu Official No. 2727).
d. Vessel Acquisition Agreement, dated as of December 28, 2023, NFE Frontier LLC, a Delaware limited liability company, and ARF Offshore II LLC, a Delaware limited liability company over the NFE Frontier (Vanuatu Official No. 2727).
e. Standard Bareboat Charter, dated as of December 22, 2023, by Naviera Ballena Azul, S. de R.L. de C.V., as owner, Mexico FLNG, S. de R.L. de C.V., as charterer, over the vessel NFE Frontier (IMO Number 9980590).
f. Assignment Agreement of the Charter Collection Rights, dated December 28th, 2023, by and between Naviera Ballena Azul, S. de R.L. de C.V., acting in its capacity as assignor, and ARF Offshore II LLC, as assignee, over the NFE Frontier (IMO Number 9980590).
g. Guaranty Agreement, dated December 28, 2023, by New Fortress Energy Inc., a Delaware corporation, in favor of ARF Offshore II LLC, a Delaware limited liability company, over the Charter for the NFE Vanguard (Vanuatu Official No. 2751).
h. Financial Lease Agreement, dated December 28, 2023, made by and between ARF Offshore II LLC, a Delaware limited liability company, as owner, together with its successors and assigns, and Naviera Ballena Azul S. de R.L. de C.V., a Mexican limited liability company, as lessee, over the Charter for the NFE Vanguard (Vanuatu Official No. 2751).
i. Lessee's Declaration of the Termination Option dated December 28, 2023, exercised by Naviera Ballena Azul, S. de R.L. de C.V., a Mexican limited liability company, over the NFE Vanguard (Vanuatu Official No. 2751).
j. Vessel Acquisition Agreement, dated as of December 28, 2023, NFE Vanguard LLC, a Delaware limited liability company, and ARF Offshore II LLC, a Delaware limited liability company over the NFE Vanguard (Vanuatu Official No. 2751).
k. Standard Bareboat Charter, dated as of December 22, 2023, by Naviera Ballena Azul, S. de R.L. de C.V., as owner, Mexico FLNG, S. de R.L. de C.V., as charterer, over the vessel NFE Vanguard (IMO Number 9984132).
l. Assignment Agreement of the Charter Collection Rights, dated December 28th, 2023, by and between Naviera Ballena Azul, S. de R.L. de C.V., acting in its capacity as assignor, and ARF Offshore II LLC, as assignee, over the NFE Vanguard (IMO Number 9984132).
m. Guaranty Agreement, dated December 28, 2023, by New Fortress Energy Inc., a Delaware corporation, in favor of ARF Offshore II LLC, a Delaware limited liability company, over the Charter for the NFE Explorer (Vanuatu Official No. 2722).
n. Financial Lease Agreement, dated December 28, 2023, made by and between ARF Offshore II LLC, a Delaware limited liability company, as owner, together with its successors and assigns, and Naviera Ballena Azul S. de R.L. de C.V., a Mexican limited liability company, as lessee, over the Charter for the NFE Explorer (Vanuatu Official No. 2722).
o. Lessee's Declaration of the Termination Option dated December 28, 2023, exercised by Naviera Ballena Azul, S. de R.L. de C.V., a Mexican limited liability company, over the NFE Explorer (Vanuatu Official No. 2722).
p. Vessel Acquisition Agreement, dated as of December 28, 2023, NFE Explorer LLC, a Delaware limited liability company, and ARF Offshore II LLC, a Delaware limited liability company over the NFE Explorer (Vanuatu Official No. 2722).

q. Standard Bareboat Charter, dated as of December 22, 2023, by Naviera Ballena Azul, S. de R.L. de C.V., as owner, Mexico FLNG, S. de R.L. de C.V., as charterer, over the vessel NFE Explorer (IMO Number 9965124).

r. Assignment Agreement of the Charter Collection Rights, dated December 28th, 2023, by and between Naviera Ballena Azul, S. de R.L. de C.V., acting in its capacity as assignor, and ARF Offshore II LLC, as assignee, over the NFE Explorer (IMO Number 9965124).

s. Guaranty Agreement, dated December 28, 2023, by New Fortress Energy Inc., a Delaware corporation, in favor of ARF Offshore II LLC, a Delaware limited liability company, over the Charter for the NFE Pathfinder (Vanuatu Official No. 2750).

t. Financial Lease Agreement, dated as of December 28, 2023, made by and between ARF Offshore II LLC, a Delaware limited liability company, as owner, together with its successors and assigns, and Naviera Ballena Azul S. de R.L. de C.V., a Mexican limited liability company, as lessee, over the Charter for the NFE Pathfinder (Vanuatu Official No. 2750).

u. Lessee's Declaration of the Termination Option dated December 28, 2023, exercised by Naviera Ballena Azul, S. de R.L. de C.V., a Mexican limited liability company, over the NFE Pathfinder (Vanuatu Official No. 2750).

v. Vessel Acquisition Agreement, dated as of December 28, 2023, NFE Pathfinder LLC, a Delaware limited liability company, and ARF Offshore II LLC, a Delaware limited liability company over the NFE Pathfinder (Vanuatu Official No. 2750).

w. Standard Bareboat Charter, dated as of December 22, 2023, by Naviera Ballena Azul, S. de R.L. de C.V., as owner, Mexico FLNG, S. de R.L. de C.V., as charterer, over the vessel NFE Pathfinder (IMO Number 9980605).

x. Assignment Agreement of the Charter Collection Rights, dated December 28th, 2023, by and between Naviera Ballena Azul, S. de R.L. de C.V., acting in its capacity as assignor, and ARF Offshore II LLC, as assignee, over the NFE Pathfinder (IMO Number 9980605).

Schedule 6.6
Liens

1. The liens disclosed in the below chart.

Annex C

Grantor	Secured Party	Collateral	Lien Type	Secured Obligations
NFE Turbines LLC	Macquarie Energy LLC	Specified turbines and related equipment described in Appendix B	Leasehold security interest	Obligations under Master Lease Agreement, dated as of April 1, 2026
NFE Andromeda Chartering LLC	Energos Grand Corporation and Investec Bank PLC (as Collateral Agent)	Deposit Account #446026665355 (Bank of America, N.A.) and all funds held therein; all earnings from the vessel "Energos Grand" (IMO 9303560); and all policies and contracts of insurance and claims thereunder	Account pledge, assignment of earnings, and assignment of insurances	Obligations of NFE Andromeda Chartering LLC under the Bareboat Charter Party dated March 24, 2023
NFE Andromeda Chartering LLC	Golar Hull M2023 Corp. and Investec Bank PLC (as Collateral Agent)	Deposit Account #446026665355 (Bank of America, N.A.) all funds now or thereinafter deposited; any related property from time to time received, and all related proceeds; and all policies and contracts of insurance and claims thereunder	Account pledge and assignment of insurances	Obligations of NFE Andromeda Chartering under the Bareboat Charter Pary dated March 9, 2023
NFE Pacifico Lap S. de R.L. de C.V.	Naviera Ballena Azul, S. de R.L. de C.V.	All of Grantor’s equipment.	Equipment pledge	Claims against Grantor under the Time Charter dated March 28, 2023
NFE Transport Partners LLC	Meridian 23 Limited	All cargoes and all hire for any amounts due regarding the vessel “Orion Sea” Hull Number 2336	Cargoes and hire pledge	Claims against the Charterer under the Time Charter dated

2. The Liens disclosed in the lien searches delivered pursuant to Section 4(ii)(H) of the Amendment and Restatement Agreement are incorporated by reference.

3. The Liens securing Indebtedness listed in row 2 of Schedule 6.1 are incorporated by reference.

Annex C

APPENDIX A
TURBINES EXCLUDED ASSETS[10]

All of Borrower's right, title and interest in and to all of the following assets (the "Equipment"), properties and rights, wherever located and whether now existing or hereafter acquired (including all inventory, fixtures or other property comprising the Equipment), together with all related software (embedded therein or otherwise) and general intangibles, all additions, attachments, accessories, accessions, parts, repairs and improvements thereto; all subleases, assignments, licenses, chattel paper, accounts, security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of Equipment or other collateral, in each such case in which Lessee shall from time to time acquire an interest; and any and all insurance and/or other proceeds of the property and other collateral in and against which a security interest is granted hereunder:

9 x GT TM2500+

No.	**Equipment**	**Identifying Information**				
	Gas Turbines					
	Nine (9) General Electric (GE) TM2500+ Gas Turbines (GTs)	Generator Serial No.	Turbine Serial No.	Turbine Trailer VIN	Control Trailer VIN	Package Serial No.
1.		924812.010	557-265	XNJ7000GC14L01107	XNJ2000GC14L01106	7253292
2.		924162.010	557-239	XNJ7000GC14L01002	XNJ2000GC14L01001	7250392
3.		924521.010	557-256	XNJ7000GC14L01065	XNJ2000GC14L01064	7253283
4.		924533.010	557-258	1RBH96707EAR26151	1RBE4720XEAR26157	7251615
5.		924324.010	557-250	XNJ7000GC14L01026	XNJ2000GC14L01017	7251405
6.		924513.010	557-171	1RBH96703EAR26129	1RBE47202EAR26086	7251613
7.		924201.010	557-243	XNJ7000GC14L01014	XNJ2000GC14L01099	7251612
8.		924810.010	557-261	XNJ7000GC14L01103	XNJ2000GC14L01102	7253291
9.		924537.010	557-264	XNJ7000GC14L01095	XNJ2000GC14L01094	7253288

All GTs packages include:

- Gas turbine and Generator trailer

[10] To be updated

- Auxiliary Trailer (houses Control Room)
- Inlet Filter Assembly
- Exhaust Stack
- Generator Inlet and Exhaust Ventilation Stacks
- Control Room and Turbine access stairs
- Trailers Interconnecting Hoses and Cables
- Transportation Jeep and Stinger
- Human machine interface

1x GT LM2500+

No.	Equipment	Identifying Information		
	Gas Turbines			
	One (1) General Electric (GE) LM2500+ Gas Turbine (GT) Core Engine	Package Serial No.	Engine Serial No.	ISO Rating (MW)
1.		N/A	557-289	30

Amended and Restated Exhibits to the LCA

(See attached)

[FORM OF] REAFFIRMATION AGREEMENT

(See attached)

[FORM OF] AMENDED AND RESTATED SECURITY AGREEMENT

(See attached)

[FORM OF] INTERCREDITOR AGREEMENT

(See attached)

Exhibit E

[FORM OF] COMMON REPRESENTATIVE CONTINUATION AGREEMENT

(See attached)

Exhibit E

[FORM OF] CONTROLLING AUTHORIZED REPRESENTATIVE CONTINUATION AGREEMENT

(See attached)

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of September 11, 2026, by and among New Fortress Energy Inc., a Delaware corporation (the "**Company**") and each undersigned Investor (as defined herein) party hereto.

WHEREAS:

A. On March 17, 2026, the Company entered into a Restructuring Support Agreement by and among the Company, certain of the Company's subsidiaries (collectively with the Company, the "**Group**"), and certain of the Group's lenders and noteholders (together with all exhibits, annexes, schedules, and appendices thereto, the "**Restructuring Support Agreement**") setting forth the terms and conditions to govern a recapitalization of the Group's outstanding indebtedness (the "**Restructuring Transaction**").

B. Pursuant to the terms of the Restructuring Support Agreement, the Company has agreed to issue to certain of the Group's lenders and noteholders, including the Investors, (i) up to 2,454,936 shares of the Company's Series A Mandatorily Convertible Preferred Stock, par value $0.01 per share (the "**Convertible Preferred Shares**"), which shall be convertible into shares of the Company's Class A common stock, par value $0.01 per share ("**Common Stock**") and (ii) 10,608,922 shares of Common Stock (the "**Common Shares**").

C. To induce the Investors to enter into the Restructuring Support Agreement and to participate in the transactions contemplated thereby, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, or any similar successor statutes and the rules and regulations thereunder (collectively, the "**Securities Act**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and each of the Investors hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

a. "**Affiliate**" means, as to any specified Person, (i) any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified Person, (ii) any executive officer, director, trustee or general partner of the specified Person and (iii) any legal entity for which the specified Person acts as an executive officer, director, trustee or general partner. For purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly, or indirectly through one or more intermediaries, of the power to direct or cause the direction of the management and policies of such Person, whether by contract, through the ownership of voting securities, partnership interests or other equity interests or otherwise.

b. A Person shall be deemed to "**Beneficially Own**" securities if such Person is deemed to be a "beneficial owner" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Agreement.

c. "**Board**" shall mean the Board of Directors of the Company.

d. "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

e. "**Closing Date**" means September 11, 2026.

f. "**Company Securities**" shall mean (i) the Common Shares, (ii) the Convertible Preferred Shares, (iii) the Conversion Shares (as defined below) and (iv) any shares of capital stock of the Company (or any successor or assign of the Company, whether by merger, reorganization, consolidation, sale of assets or otherwise) which may be issued or issuable with respect to the Common Shares, the Convertible Preferred Shares or the Conversion Shares, as a result of any stock split, stock dividend, recapitalization, exchange, conversion, combination, merger, consolidation or similar event or otherwise.

g. "**Conversion Shares**" means the shares of Common Stock issued or issuable upon conversion of any Convertible Preferred Shares.

h. "**Exchange Act**" means, collectively, the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, or any similar successor statutes.

i. "**Governmental Authority**" means the government of the United States of America or the government of any other nation, or any political subdivision thereof, whether state, provincial or local, or any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administration powers or functions of or pertaining to government over the Company or any of its subsidiaries, or any of their respective properties, assets or undertakings.

j. "**Initial Filing Deadline**" means the date that is ten (10) Business Days after the Closing Date.

k. "**Initial Registration Statement**" means a Registration Statement (as defined below) or Registration Statements filed under the Securities Act pursuant to Section 2.a.i hereof covering the Registrable Securities (which shall include, at any particular time, each document incorporated or deemed to be incorporated by reference therein).

l. "**Initial Required Registration Amount**" means 100% of the Registrable Securities as of the trading day immediately preceding the applicable date of determination.

m. "**Investor**" means each Person initially party hereto, or any transferee or assignee thereof to whom such Person assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 10 and such a transferee or assignee thereof to whom a transferee or assignee assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 10.

n. "**National Securities Exchange**" means The New York Stock Exchange, The Nasdaq Global Select Market or the Nasdaq Global Market.

o. "**Permitted Transfer**" means the transfer of the Company Securities (i) to any Affiliate of the Investor; (ii) to any investment fund or other entity under common control or management by entities that are Affiliates of the Investor; (iii) by operation of law or pursuant to the order of any regulatory agency, (iv) pursuant to any bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of Common Stock, provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed,

the Company Securities shall remain subject to the provisions of this Agreement or (v) with the prior consent of the Company.

p. "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof, or any other legal entity.

q. "**Prospectus**" means the prospectus included in any Registration Statement, including any preliminary prospectus, and all other amendments and supplements to any such prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference, if any, in such prospectus.

r. "**Register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing one or more registration statements in compliance with the Securities Act and pursuant to Rule 415 and the declaration or ordering of effectiveness of such registration statement(s) by the SEC.

s. "**Registrable Securities**" means any Company Securities currently owned or hereinafter acquired by any Investor; provided, however, that any Registrable Securities shall cease to be Registrable Securities when (i) a Registration Statement with respect to the sale of such securities has become effective under the Securities Act and such securities are disposed of in accordance with such Registration Statement, (ii) such securities are sold in accordance with Rule 144 or an applicable exemption from registration under the Securities Act, (iii) both (A) such securities are eligible to be sold by the holder thereof pursuant to Rule 144 without limitation, restriction or condition (including any holding period, current public information requirement, limitation on volume, manner of sale restrictions or notice requirement) thereunder and (B) all restrictive legends and any "stop transfer" notations, instructions or similar transfer restrictions imposed under securities laws have been removed from such securities or (iv) such securities are sold to the Company. For purposes of calculating any amounts of Registrable Securities, the Convertible Preferred Shares shall be treated as if converted to Conversion Shares.

t. "**Registration Statement**" means a registration statement or registration statements of the Company filed under the Securities Act covering Registrable Securities and the resale thereof (which shall include, at any particular time, each document incorporated or deemed to be incorporated by reference therein).

u. "**Required Investors**" means the Investors holding of a majority of the then-outstanding Registrable Securities. For purposes of this Agreement, Registrable Securities held by an Investor and its Affiliates (and/or by investment funds or other entities under common control or management with such Investor) shall be aggregated in determining whether any Investor (or group of Investors) satisfies any ownership threshold, consent right, demand right, or other approval requirement under this Agreement.

v. "**Rule 144**" means Rule 144 promulgated under the Securities Act or any successor rule.

w. "**Rule 415**" means Rule 415 promulgated under the Securities Act or any successor rule providing for offering securities on a continuous or delayed basis.

x. "**SEC**" means the United States Securities and Exchange Commission.

y. "**Underwriter**" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering (as defined below) and not as part of such dealer's market-making activities.

z. "**Underwritten Registration**" or "**Underwritten Offering**" shall mean a registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

2. REGISTRATION.

a. Shelf Registration Statement.

i. The Company shall prepare, and, as soon as reasonably practicable, but in no event later than the Initial Filing Deadline, file with the SEC a Registration Statement on Form S-1 ("**Form S-1**") or applicable successor form covering the resale of the Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415 or, if Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the Investors may reasonably specify. The Initial Registration Statement prepared pursuant hereto shall register for resale the number of Registrable Securities equal to the Initial Required Registration Amount. The Company shall use commercially reasonable efforts to have the Initial Registration Statement declared effective by the SEC as soon as reasonably practicable, but not later than thirty (30) days after the filing thereof (or ninety (90) days after the filing thereof if the SEC notifies the Company that it will "review" the Initial Registration Statement). The Company shall use commercially reasonable efforts to have the Initial Registration Statement remain continuously effective, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep the Initial Registration Statement continuously effective under the Securities Act until the earlier of (A) such date that all Registrable Securities have ceased to be Registrable Securities or (B) such date on which a Registration Statement on Form S-3 ("**Form S-3**") (or any successor short form registration statement available for such resale that permits incorporation by reference at least to the same extent as such form) has become effective.

ii. Once the Company shall have qualified for the use of a Registration Statement on Form S-3 (or any successor short form registration statement available for such resale that permits incorporation by reference at least to the same extent as such form), and at such time the Company has an outstanding Registration Statement on Form S-1, the Company will use commercially reasonable efforts to, as promptly as practicable, convert such outstanding Registration Statement on Form S-1 into a Registration Statement on Form S-3. If the Company does not have an outstanding Registration Statement on Form S-1 at such time, the Company will use commercially reasonable efforts to, as soon as reasonably practicable, file a new Registration Statement on Form S-3 (or similar or successor form) covering any then-remaining Registrable Securities. The Company shall use commercially reasonable efforts to have the Registration Statement on Form S-3 remain continuously effective, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep the Registration Statement on Form S-3 continuously effective under the Securities Act until the earlier of (A) such date that all Registrable Securities have ceased to be Registrable Securities and (B) such date on which the Investors have sold all of the Registrable Securities covered by such Registration Statement in accordance with such Registration Statement or pursuant to Rule 144.

iii. At any time that a Registration Statement provided for in subsection 2.a.i and subsection 2.a.ii is not available for use by the Investors following such Registration Statement being declared effective by the SEC (a "**Demand Registration Period**"), subject to this subsection 2.a.iii and Section 2.f, at any time and from time to time during such Demand Registration Period, Investors holding Registrable Securities representing in the aggregate at least ten percent (10%) of the Registrable Securities then outstanding (the "**Demanding Investors**") shall have the right to make a written demand from time to time to effect one or more Registration Statements under the Securities Act covering all or any part of their

Registrable Securities, by delivering a written demand therefor to the Company, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof. Any such request by any Demanding Investor pursuant to this subsection 2.a.iii is referred to herein as a "**Demand Registration Request**," and the registration so requested is referred to herein as a "**Demand Registration**" (with respect to any Demand Registration, the Demanding Investors making such demand for registration being referred to as the "**Initiating Investors**"). Subject to Section 2.f, the Demanding Investors shall be entitled to request (and the Company shall be required to effect) an unlimited number of Demand Registrations pursuant to this subsection 2.a.iii. The Company shall give written notice (the "**Demand Exercise Notice**") of such Demand Registration Request to each of the Investors of record of Registrable Securities as soon as reasonably practicable but no later than two (2) Business Days after receipt of the Demand Registration Request. The Company, subject to Section 2.f, shall include in a Demand Registration (x) the Registrable Securities of the Initiating Investors and (y) the Registrable Securities of any other Investor of Registrable Securities which shall have made a written request to the Company for inclusion in such registration pursuant to this subsection 2.a.iii (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such Investor) within five (5) days following the receipt of any such Demand Exercise Notice. The Company shall, as expeditiously as possible, but subject to Section 2.f, use its reasonable best efforts to (x) file or confidentially submit with the SEC (no later than (A) sixty (60) days from the Company's receipt of the applicable Demand Registration Request if the Demand Registration is on Form S-1 or similar long-form registration or (B) thirty (30) days from the Company's receipt of the applicable Demand Registration Request if the Demand Registration is on Form S-3 or any similar short-form registration), (y) cause to be declared effective as soon as reasonably practicable such Registration Statement under the Securities Act that includes the Registrable Securities which the Company has been so requested to register, for distribution in accordance with the intended method of distribution and (z) if requested by the Initiating Investors, obtain acceleration of the effective date of the Registration Statement relating to such registration.

iv. Subject to Section 2.f, the Demanding Investors may make a written demand from time to time to elect to sell all or any part of their Registrable Securities pursuant to an Underwritten Offering pursuant to a Registration Statement effected pursuant to subsection 2.a.i, subsection 2.a.ii or subsection 2.a.iii above, provided the gross proceeds from such sale are reasonably expected to exceed, in the aggregate, the lower of (A) $25,000,000 and (B) 10% of the aggregate amount of then-outstanding Registrable Securities (the "**Minimum Demand Threshold**"). Such written demand shall describe the amount and type of securities to be included in such registration, the intended method(s) of distribution thereof and the identity of the Investor(s) making such demand. The Demanding Investors shall make such election by delivering to the Company a written request (a "**Shelf Underwriting Request**") for such Underwritten Offering specifying the number of Registrable Securities that the Demanding Investors desire to sell pursuant to such Underwritten Offering (the "**Shelf Underwriting**"). As soon as reasonably practicable, but no later than two (2) Business Days after receipt of a Shelf Underwriting Request, the Company shall give written notice (the "**Shelf Underwriting Notice**") of such Shelf Underwriting Request to the Investors of record of other Registrable Securities registered on such Registration Statement ("**Shelf Registrable Securities**"). The Company, subject to Section 2.f, shall include in such Shelf Underwriting (A) the Registrable Securities of the Demanding Investors and (B) the Shelf Registrable Securities of any other Investor of Shelf Registrable Securities that shall have made a written request to the Company for inclusion in such Shelf Underwriting (which request shall specify the maximum number of Shelf Registrable Securities intended to be disposed of by such Investor) within five (5) days after the receipt of the Shelf Underwriting Notice. The Company shall, as expeditiously as possible (and in any event within fifteen (15) Business Days after the receipt of a Shelf Underwriting Request), but subject to Section 2.f, use its reasonable best efforts to effect such Shelf Underwriting. The Company shall, at the request of any Demanding Investors, file any

prospectus supplements, post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the Demanding Investors or any other Investor of Shelf Registrable Securities to effect such Shelf Underwriting pursuant a Registration Statement provided for in subsection 2.a.i, subsection 2.a.ii or subsection 2.a.iii hereto. Once a Registration Statement has been declared effective, the Demanding Investors may request, and the Company shall be required to facilitate, (x) not more than five (5) Shelf Underwritings pursuant to this subsection 2.a.iv in the aggregate and (y) not more than two (2) Shelf Underwritings pursuant to this subsection 2.a.iv in any twelve-month period; provided, however, that, in each case, a Shelf Underwriting shall not be counted for such purposes unless a Registration Statement has become effective and all of the Registrable Securities requested by the Demanding Investors to be registered on behalf of the Demanding Investors in such Shelf Underwriting have been sold2.a.iii. Notwithstanding the foregoing, if a Demanding Investor wishes to engage in an underwritten block trade or similar transaction or other transaction with a two-day or less marketing period (collectively, "**Underwritten Block Trade**") off of a Registration Statement, then notwithstanding the foregoing time periods, such Demanding Investor need only notify the Company of the Underwritten Block Trade three (3) Business Days prior to the day such offering is to commence. The Company shall give notice to the other Investors of such Underwritten Block Trade as promptly as practicable and in any event within two (2) Business Days after receipt of the Underwritten Block Trade request. Other Investors may elect to participate in such Underwritten Block Trade to the extent practicable given the marketing timetable and securities law considerations; provided that any cutbacks shall be made in accordance with Section 2.c. The Demanding Investor requesting such Underwritten Block Trade shall use commercially reasonable efforts to work with the Company and the Underwriters prior to making such request in order to facilitate preparation of the Registration Statement, Prospectus and other offering documentation related to the Underwritten Block Trade.

b. Legal Counsel. The Company shall be responsible for the fees and documented out-of-pocket costs of one legal counsel to be selected by the Required Investors to review and oversee any registration pursuant to this Section 2 (the "**Legal Counsel**").The Company shall reasonably cooperate with Legal Counsel in performing the Company's obligations under this Agreement.

c. Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Shelf Underwriting or Demand Registration, in good faith, advise the Company, the Demanding Investors and any other Investors participating in the Underwritten Registration (if any) (the "**Requesting Investors**") in writing that the dollar amount or number of Registrable Securities that such Investors desire to sell, taken together with all other shares of Common Stock or other equity securities that the Company desires to sell and the shares of Common Stock, if any, as to which a registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "**Maximum Number of Securities**"), then the Company shall include in such Underwritten Offering, as follows:

i. first, the Registrable Securities of the Demanding Investors and the Requesting Investors (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Investor and Requesting Investor (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Investors and Requesting Investors have collectively requested be included in such Underwritten Registration (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Securities; provided, that any securities thereby

allocated to an Investor that exceed such Investor's request shall be reallocated among the remaining Investors in like manner;

ii. second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the shares of Common Stock or other equity securities the Company is obligated to register pursuant to the Shareholders' Agreement;

iii. third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other equity securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Securities; and

iv. fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i)-(iii), the shares of Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

d. Demand Registration Withdrawal. A majority-in-interest of the Demanding Investors initiating a Shelf Underwriting or Demand Registration, pursuant to a registration under Section 2.a shall have the right in their sole discretion to withdraw from a registration pursuant to such Demand Registration upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such registration prior to (i) in the case of a Shelf Underwriting, the filing of a preliminary prospectus supplement setting forth the terms of the Underwritten Offering with the SEC and (ii) in the case of a Demand Registration, the effectiveness of the Registration Statement filed with the SEC with respect to the registration of their Registrable Securities pursuant to such Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses (as defined herein) incurred in connection with a registration pursuant to a Shelf Underwriting or Demand Registration prior to its withdrawal under this Section 2.d.

e. Piggy-back Registration.

i. Piggy-back Rights. If, at any time on or after the date hereof, the Company proposes to file a registration statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company, other than a registration statement (A) filed in connection with any employee stock option or other benefit plan, (B) for an exchange offer, as part of a merger, consolidation or similar transaction or for an offering of securities solely to the Company's existing stockholders, (C) for an offering of debt that is convertible into equity securities of the Company, (D) for a dividend reinvestment plan, (E) filed pursuant to Section 2 hereof or (F) filed in connection with an Underwritten Block Trade for its own account, then the Company shall give written notice of such proposed filing to the Investors as soon as reasonably practicable (but not less than five (5) Business Days prior to the filing by the Company with the SEC of any Registration Statement with respect thereto; provided that, for any Underwritten Block Trade, three (3) Business Days' notice shall be sufficient), which notice shall (x) describe the amount and type of securities to be included in such offering, the proposed date of filing of such registration statement with the SEC, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters in such offering (if any and if known), and (y) offer to each Investor holding at least five percent (5%) of the Registrable Securities then outstanding (each, a "**Piggy-back Eligible Investor**") the opportunity to register the sale of such number of Registrable Securities as such Piggy-back Eligible Investors may request in writing within five (5) Business Days after receipt of such written notice (such registration, a "**Piggy-back Registration**"); provided that,

for any Underwritten Block Trade, such election must be made as promptly as practicable (and in any event within three (3) Business Days after receipt of such notice). The Company shall, in good faith, cause such Registrable Securities to be included in such Piggy-back Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Piggy-back Eligible Investors pursuant to this Section 2.e.i to be included in a Piggy-back Registration on the same terms and conditions as any similar securities of the Company included in such registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Piggy-back Eligible Investors proposing to distribute their Registrable Securities through an Underwritten Offering under this Section 2.e.i shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company. The Company may postpone or withdraw the filing or the effectiveness of a Piggy-back Registration at any time in its sole discretion.

ii. Reduction of Piggy-back Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggy-back Registration, in good faith, advises the Company and the Piggy-back Eligible Investors participating in the Piggy-back Registration in writing that the dollar amount or number of the shares of Common Stock that the Company desires to sell, taken together with (i) the securities of the Company, if any, as to which registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Investors hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.e.i hereof, and (iii) the securities of the Company, if any, as to which registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(1) If the registration is undertaken for the Company's account, the Company shall include in any such registration:

(A) first, the equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities;

(B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Piggy-back Eligible Investors exercising their rights to register their Registrable Securities pursuant to Section 2.e.i hereof, together with any shares of Common Stock or other equity securities the Company is obligated to sell pursuant to the Shareholders' Agreement, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; provided, that any securities thereby allocated to a Piggy-back Eligible Investor that exceed such Piggy-back Eligible Investor's request shall be reallocated among the remaining Piggy-back Eligible Investors and sellers pursuant to the Shareholders' Agreement, in like manner; and

(C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the equity securities as to which registration has been requested pursuant to written contractual registration rights of other stockholders of the Company, pro rata based on the number of securities each such other stockholder has

requested be included (or in accordance with pre-existing contractual obligations of the Company existing as of the date hereof), which can be sold without exceeding the Maximum Number of Securities. Notwithstanding anything to the contrary herein, no registration rights granted by the Company after the date hereof may have priority over Investors in any cutback under this Section 2.e.ii without the prior written consent of the Required Investors.

(2) If the registration is pursuant to a request by persons or entities other than the Piggy-back Eligible Investors, then the Company shall include in any such registration:

(A) first, the equity securities of such requesting persons or entities, which can be sold without exceeding the Maximum Number of Securities;

(B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Piggy-back Eligible Investors exercising their rights to register their Registrable Securities pursuant to Section 2.e.i, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; provided, that any securities thereby allocated to a Piggy-back Eligible Investor that exceed such Piggy-back Eligible Investor's request shall be reallocated among the remaining Piggy-back Eligible Investors in like manner;

(C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the equity securities that the Company desires to sell which can be sold without exceeding the Maximum Number of Securities; and

(D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, pro rata based on the number of securities each such other person or entity has requested be included (or in accordance with pre-existing contractual obligations of the Company existing as of the date hereof), which can be sold without exceeding the Maximum Number of Securities. Notwithstanding anything to the contrary herein, no registration rights granted by the Company after the date hereof may have priority over Investors in any cutback under this Section 2.e.ii without the prior written consent of the Required Investors.

iii. Piggy-back Registration Withdrawal. Any Piggy-back Eligible Investor shall have the right to withdraw from a Piggy-back Registration for any or no reason whatsoever upon

written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggy-back Registration prior to the effectiveness of the Registration Statement filed with the SEC with respect to such Piggy-back Registration. The Company (in its sole discretion or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may postpone or withdraw the filing or effectiveness of a Piggy-back Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggy-back Registration prior to its withdrawal under this Section 2.e.iii.

iv. Unlimited Piggy-back Registration Rights. For purposes of clarity, any registration effected pursuant to Section 2.e hereof shall not be counted as a registration pursuant to a Shelf Underwriting or Demand Registration effected under Section 2.a hereof.

f. Restrictions on Registration Rights. Any deferral or suspension of a Shelf Underwriting, Demand Registration or Piggyback Registration shall be governed exclusively by the Grace Period provisions set forth in Section 3.s and the stop order provisions set forth in Section 3.g. Except as expressly permitted under Section 3.s (Grace Period) and Section 3.g (stop orders), the Company may not delay, defer or refuse to effect any properly requested Shelf Underwriting, Demand Registration or Piggyback Registration.

3. RELATED OBLIGATIONS. At such time as the Company is obligated to file a Registration Statement with the SEC pursuant to Section 2, the Company will use best efforts to effect the registration of the Registrable Securities to permit the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

a. The Company shall use commercially reasonable efforts to, as soon as reasonably practicable, prepare and file with the SEC a Registration Statement with respect to the applicable Registrable Securities (but in no event later than the applicable filing deadline) and, if necessary, use commercially reasonable efforts to cause such Registration Statement relating to the Registrable Securities to become effective as soon as reasonably practicable after such filing. The Company shall keep each Registration Statement effective pursuant to Rule 415 at all times until the earlier of (i) the date on which the Investors have sold all of the Registrable Securities covered by such Registration Statement in accordance with such Registration Statement or pursuant to Rule 144, (ii) the date that all Registrable Securities have ceased to be Registrable Securities and, (iii) solely in the case of the Initial Registration Statement, the date on which a Registration Statement on Form S-3 has become effective (the "Registration Period"). No Investor shall be named as an "underwriter" in the Registration Statement without such Investor's prior written consent, except that an Investor may be named as a "statutory underwriter" if such Investor is, or is affiliated with, a broker dealer and states such fact in writing to the Company (unless such Investor represents in writing to the Company that (A) it purchased such securities in the ordinary course of business; and (B) at the time of purchase of the securities being registered for resale, the Investor had no agreements or understandings, directly or indirectly, with any person to distribute the securities); provided, however, that if naming as a statutory underwriter is legally required for the registration and an Investor withholds consent to be so named, the Company may exclude that Investor from that particular registration or offering without prejudice to such Investor's registration rights under this Agreement for future registrations or offerings. Such Registration Statement (including any amendments or supplements thereto and any Prospectuses (preliminary, final, summary or free writing)) contained therein or related thereto shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

b. The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the Prospectus used in

connection with such Registration Statement, as may be necessary to keep such Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement during the Registration Period. The Company shall promptly notify each Investor of any request by the SEC or any other Governmental Authority, during the period of effectiveness of a Registration Statement, for amendments or supplements to such Registration Statement or related Prospectus or for additional information.

c. The Company shall provide the Initial Registration Statement (which Registration Statement shall contain a "plan of distribution" and a "selling stockholder" section) and all other Registration Statements (and all amendments and supplements to all Registration Statements (except for annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K, and any similar or successor reports)) to each Investor at least seven (7) Business Days prior to their filing with the SEC, which documents shall be subject to the reasonable review and comment by each Investor; provided, however, that for prospectus supplements or other documents related to expedited takedowns, including Underwritten Block Trades, such drafts shall be provided as early as practicable and, to the extent practicable, no later than twenty-four (24) hours prior to filing. The Company shall promptly provide to each Investor copies of any correspondence from the SEC to the Company or its representatives relating to any Registration Statement and shall provide each Investor the opportunity to review and comment upon the Company's responses to any such correspondence.

d. The Company shall provide to each Investor, upon request, without charge, such documents, including copies of any Prospectus (preliminary, final, summary or free writing), as such Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Investor.

e. The Company shall use best efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by the Investors of the Registrable Securities covered by a Registration Statement under the securities or applicable state blue sky or state securities laws ("**Blue Sky**") laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions or obtain exemptions from the registration and qualification requirements of such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3.e, (y) subject itself to general taxation in any jurisdiction, or (z) file a general consent to service of process in any jurisdiction in which it is not currently so qualified or subject to general taxation or has not currently so consented. The Company shall promptly notify each Investor of the receipt by the Company of any notification with respect to the suspension of the registration or qualification (or exemption from qualification) of any of the Registrable Securities for sale under the securities or Blue Sky laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

f. The Company shall notify each Investor of the happening of any event, as promptly as reasonably practicable after becoming aware of such event, as a result of which, in the case of a Registration Statement, it includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading and, in the case of the Prospectus included in a Registration Statement, it includes an

untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which information shall be accompanied by an instruction to suspend the use of the Registration Statement and the Prospectus until the requisite changes have been made (provided that in each notice the Company shall not disclose any material non-public information to any Investor unless otherwise requested in writing by such Investor which Investor agrees in writing to hold such information in confidence until such time as it is disclosed in the Company's sole discretion), and, subject to Section 3.s,3.s promptly prepare and file with the SEC a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and deliver a copy of such supplement or amendment to each Investor (or such other number of copies as each Investor may reasonably request). The Company shall also promptly notify each Investor in writing (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, if necessary, when a Registration Statement or any post-effective amendment has become effective (promptly providing written notice of such effectiveness to each Investor), (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related Prospectus or related information and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate. By 9:30 a.m. New York City time on the date following the date any post-effective amendment has become effective, the Company shall file with the SEC in accordance with Rule 424 under the Securities Act the final Prospectus to be used in connection with sales pursuant to such Registration Statement.

g. The Company shall use commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement (other than during an Allowable Grace Period (as defined below)), or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible time and to notify each Investor of the issuance of such order or suspension and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

h. The Company shall hold in confidence and not make any disclosure of information concerning an Investor provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning an Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to such Investor and allow such Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

i. The Company shall use best efforts to cause all the Registrable Securities covered by a Registration Statement to be listed on the primary securities exchange or trading market on which securities of the same class or series issued by the Company are listed, and with the same CUSIP. For the avoidance of doubt, and subject to Section 5, the Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3.i.

j. The Company shall cooperate with the Investors that hold Registrable Securities being offered and the Underwriters, if any, and, to the extent applicable, facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be sold pursuant to a Registration Statement and enable such certificates to be in such names and denominations or amounts, as the case may be, and/or the timely

delivery of the Registrable Securities to be sold pursuant to a Registration Statement through the Direct Registration System (DRS) of The Depository Trust Company (the "**DTC**") or crediting of the Registrable Securities to be sold pursuant to a Registration Statement to the applicable account (or accounts) with DTC through its Deposit/Withdrawal At Custodian (DWAC) system, in any such case as each Investor may reasonably request.

k. The Company covenants that it will use commercially reasonable efforts to ensure that the Common Stock, the Convertible Preferred Shares and any Conversion Shares are DTC-eligible as promptly as practicable. If any such shares are required to bear a restrictive legend, the Company shall use commercially reasonable efforts to have such shares issued through the facilities of DTC under a restricted CUSIP if feasible, or otherwise in book-entry form. The Company shall use commercially reasonable efforts to remove restrictive legends and stop-transfer instructions as soon as removal is permitted under applicable law, including promptly obtaining and delivering to the transfer agent legal opinions customarily required for legend removal upon the request of the holder.

l. The Company shall provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of the applicable Registration Statement and, will promptly in connection with any sale of Registrable Securities pursuant to such Registration Statement or Rule 144, and, if required by the transfer agent, provide to the transfer agent any authorizations, certificates and directions (including legal opinions) required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without legend in connection with the sale by the holder of such shares of Registrable Securities under such Registration Statement or Rule 144.

m. If requested by an Investor, the Company shall (i) as soon as reasonably practicable, incorporate in a prospectus supplement or post-effective amendment such information as such Investor requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to such Investor, the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) as soon as reasonably practicable, make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) as soon as reasonably practicable, supplement or amend any Registration Statement as reasonably requested by such Investor.

n. The Company shall otherwise use best efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder.

o. To the extent not made by the Underwriters in the case of an Underwritten Offering, the Company shall make such filings with the Financial Industry Regulatory Authority ("**FINRA**") pursuant to FINRA Rule 5110 or otherwise (including providing all required information and paying required fees thereto), as and when requested by any Investor, or in the case of an Underwritten Offering, by any Underwriter, and make all other filings and take all other actions reasonably necessary to expedite and facilitate the disposition by the Investors pursuant to a Registration Statement, including promptly responding to any comments received from FINRA.

p. The Company shall enter into such customary agreements (including, in the case of Underwritten Offering, an underwriting agreement) and take such other actions as any of the Investors or Underwriters, if any, may reasonably request in order to expedite and facilitate the disposition of the Registrable Securities covered by a Registration Statement.

q. Following the Closing Date, the Company shall use commercially reasonable efforts to remain subject to the reporting requirements of the Exchange Act and to timely file all reports

required thereunder. If at any time after the Closing Date, the Common Shares and the Convertible Preferred Shares are not listed on a National Securities Exchange, the Investors holding of a majority of the number of Convertible Preferred Shares outstanding as of the Closing Date may require the Company to use commercially reasonable efforts to cause the Common Shares and, after the Company satisfies applicable listing standards, the Convertible Preferred Shares, to be listed on a National Securities Exchange as soon as reasonably practicable.

r. In the event of an Underwritten Offering:

i. the Company shall obtain for the managing Underwriter or Underwriters of such offering a "cold comfort" letter from the Company's independent registered public accountants;

ii. the Company shall obtain for the managing Underwriter or Underwriters of such offering an opinion of counsel representing the Company covering legal matters with respect to the registration;

iii. if requested by any Underwriter, the Company shall agree, and shall cause any directors or officers of the Company to agree, to be bound by customary "lock-up" agreements restricting the ability to dispose of Company Securities; and

iv. if reasonably requested by the managing Underwriter(s) (or the initiating Investors acting through the managing Underwriter(s)), the Company shall use commercially reasonable efforts to make available senior executives of the Company to participate in customary 'road show' presentations that may be reasonably requested by the managing Underwriter(s).

s. Grace Period.

i. Notwithstanding anything to the contrary in Section 3.f, and subject to the provisions of this Section 3.s3.s and a good faith determination by the Board (or a duly authorized committee thereof) that it is necessary to delay, defer or refuse to effect any registration or suspend the use of any Registration Statement, following the effectiveness of such Registration Statement (and the filings with any federal or state securities commissions), the Company, by written notice to the Investors, may (x) defer its obligation to effect any Shelf Underwriting, Demand Registration or Piggy-back Registration, (y) suspend the use of any Registration Statement covering Registrable Securities, or (z) direct the Investors to suspend sales of the Registrable Securities pursuant to such Registration Statement, in each case for such times as the Company reasonably may determine is necessary and advisable (a "**Grace Period**"), if (each, a "**Grace Period Event**"):

(1) such action would require disclosure of material non-public information that the Company has bona fide business purpose for preserving as confidential;

(2) such action would materially interfere with a significant bona fide business opportunity (including the acquisition or disposition of assets (other than in the ordinary course of business)), corporate reorganization, or other similar transaction involving the Company; or

(3) such action would render the Company unable to comply with requirements under the Securities Act or the Exchange Act.

ii. The Company shall (A) promptly provide written notice to the Investors of the occurrence giving rise to a Grace Period (provided that, the Company shall not disclose the content of such material non-public information) and the date on which the Grace Period will begin (a "**Grace Period Notice**"), which Grace Period Notice shall include a statement that the Board (or a duly authorized committee thereof) has made the good faith determination required by Section 3.s.i and shall specify the clause of Section 3.s.i pursuant to which the Grace Period is being invoked, and (B) as soon as such date may be determined, promptly provide written notice to the Investors of the date on which the Grace Period ends (an "**End of Grace Period Notice**").

iii. Any Grace Period Notice shall state that such Grace Period shall continue only for so long as the Grace Period Event or its effect is continuing and that the Company is taking all reasonable steps to terminate suspension of the effectiveness of the Registration Statement as promptly as possible. The Investors shall not effect any sales of the Registrable Securities pursuant to such Registration Statement (or such filings) at any time after it has received a Grace Period Notice from the Company and prior to receipt of an End of Grace Period Notice. The Investors may recommence effecting sales of the Registrable Securities pursuant to the Registration Statement (or such filings) upon receipt of an End of Grace Period Notice from the Company, which notice shall be given by the Company promptly following the conclusion of any Grace Period Event.

iv. The delivery of a Grace Period Notice shall be subject to the following conditions: (A) the Company may deliver a Grace Period Notice no more than two (2) times in any calendar year, (B) no single Grace Period shall exceed forty-five (45) consecutive days, (C) the total number of Grace Period days shall not exceed an aggregate of ninety (90) days during any three hundred sixty-five (365) day period, and (D) no Grace Period may begin less than ten (10) trading days after the last day of any prior Grace Period (each Grace Period that satisfies all of the conditions of this Section 3.s.iv3.s.iv being referred to as an "**Allowable Grace Period**"). For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Investors receive a Grace Period Notice and shall end on and include the later of the date the Investors receive the End of Grace Period Notice and the date referred to in such notice. The provisions of Section 3.f hereof shall not be applicable during the period of any Allowable Grace Period. Upon expiration of the Grace Period, the Company shall again be bound by the first sentence of Section 3.f with respect to the information giving rise thereto unless such material non-public information is no longer applicable.

v. Upon the earlier to occur of (A) the Company delivering to the Investors an End of Grace Period Notice or (B) the end of the maximum permissible Grace Period, the Company shall use its commercially reasonable efforts to promptly amend or supplement the Registration Statement on a post-effective basis, if necessary, or to take such action as is necessary to make resumed use of the Registration Statement compatible with the Company's best interests, as applicable, so as to permit the Investors to resume sales of the Registrable Securities as soon as possible.

4. OBLIGATIONS OF THE INVESTORS.

a. At least ten (10) Business Days prior to the first anticipated filing date of a Registration Statement and at least seven (7) Business Days prior to the filing of any amendment or supplement to a Registration Statement, the Company shall notify each Investor in writing of the information, if any, the Company requires from each such Investor if such Investor elects to have any of such Investor's Registrable Securities included in such Registration Statement or, with respect to an amendment or a supplement, if such Investor's Registrable Securities are included in such Registration Statement (each, an "**Information Request**"). Provided that the Company shall have complied with its obligations set forth in the preceding sentence, it shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this

Agreement with respect to the Registrable Securities of a particular Investor that, at least five (5) Business Days prior to the anticipated filing date, such Investor shall have furnished to the Company, in response to an Information Request, such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the registration of such Registrable Securities.

b. Each Investor, by such Investor's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Investor has notified the Company in writing of such Investor's election to exclude all of such Investor's Registrable Securities from such Registration Statement.

c. Each Investor agrees that, upon receipt of any notice from the Company of the occurrence of any event of the kind described in Section 3.f, Section 3.g, or Section 3.s,3.s such Investor will discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Investor's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3.f or receipt of notice from the Company in writing that no supplement or amendment is required or that the Allowable Grace Period has ended. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in connection with any sale of Registrable Securities with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3.f, Section 3.g or Section 3.s3.s and for which the Investor has not yet settled.

5. EXPENSES OF REGISTRATION. All expenses, other than underwriting discounts and commissions, incurred in connection with registrations, filings or qualifications pursuant to Section 2 and Section 3, including all registration, listing, FINRA, Blue Sky and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company, as well as all other costs and expenses incurred in connection with the Company's compliance with its obligations under this Agreement, shall be paid by the Company (including reasonable fees and disbursements of one counsel for the selling holders of Registrable Securities pursuant to Section 2.b) (collectively, "**Registration Expenses**"). Each Investor shall pay all underwriting discounts and commissions, broker or similar fees and transfer taxes, if any, relating to the sale or disposition of such Investor's Registrable Securities.

6. PARTICIPATION IN UNDERWRITTEN OFFERINGS. The Company shall have the right to select an Underwriter or Underwriters in connection with any Underwritten Offering initiated by the Company. In connection with any Underwritten Offering pursuant to a Shelf Underwriting initiated by the Demanding Investors (or other Investors entitled to initiate such offering under this Agreement), the Demanding Investors shall have the right to select an Underwriter or Underwriters, subject to the Company's approval (not to be unreasonably withheld, conditioned or delayed, it being understood that approval shall be deemed given if the proposed Underwriter is a nationally recognized investment bank with experience underwriting offerings of similarly situated issuers). No Person may participate in any Underwritten Offering for equity securities of the Company pursuant to a registration initiated by the Company or a Demanding Investor hereunder unless such person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Company or the Demanding Investor, as applicable, and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

7. INDEMNIFICATION. In the event any Registrable Securities are included in a Registration Statement:

a. By the Company. To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Investor, and its respective directors, officers, managers, employees and agents, and each Person, if any, who controls any Investor within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable and documented attorneys' fees, amounts paid in settlement, joint or several, and any reasonable and documented expenses (collectively, "**Indemnified Damages**"), incurred in investigating, preparing or defending any action, claim, suit, proceeding, investigation or appeal taken from the foregoing by or before any court or Governmental Authority or other administrative or regulatory agency or body (including the SEC and any state commission or authority or self-regulatory organization or securities exchange in the United States or elsewhere), whether pending or threatened (each, a "**Claim**" and collectively, "**Claims**"), to which any of them may become subject insofar as such Claim (or actions or proceedings, whether commenced or threatened, in respect thereof) or Indemnified Damages arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other Blue Sky laws of any jurisdiction in which Registrable Securities are offered, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements made therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus, including any preliminary Prospectus, free writing Prospectus or final Prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto, and including all information incorporated by reference therein), or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement (the matters in the foregoing clauses (i) through (iii) being, collectively, "**Violations**"). Subject to Section 7.c, the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable and documented expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 7.a: (x) shall not apply to a Claim or Indemnified Damages sought by an Indemnified Person to the extent arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto; and (y) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive any transfer of Registrable Securities by any Investor pursuant to Section 10.

b. By the Investors. In connection with any Registration Statement in which an Investor's Registrable Securities are included, each such Investor agrees, severally and not jointly, to indemnify, hold harmless and defend the Company, each of its directors, each of its officers who signs the Registration Statement, and each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Party**"), to the same extent and in the same manner as is set forth in Section 7.a with respect to the Indemnified Persons, against any Claim or Indemnified Damages to which any of them may become subject insofar as such Claim or Indemnified Damages arise out of or are based upon: (i) any untrue

statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other Blue Sky laws of any jurisdiction in which Registrable Securities are offered, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements made therein not misleading, any Violations, to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Investor expressly for use in connection with the preparation of the Registration Statement or any amendment thereof or supplement thereto; and, subject to Section 7.c, such Investor will reimburse any legal or other expenses reasonably incurred by an Indemnified Party in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section **Error! Reference source not found.** and the agreement with respect to contribution contained in Section 8 shall not apply to amounts paid in settlement of any Claim or Indemnified Damages if such settlement is effected without the prior written consent of such Investor, which consent shall not be unreasonably withheld; provided, further, that an Investor shall be liable under this Section **Error! Reference source not found.** for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Investor as a result of the sale of Registrable Securities pursuant to the Registration Statement giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive any transfer of Registrable Securities by any Investor pursuant to Section 10.

c. Notice. Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 7 of the written threat of or notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim or Indemnified Damages, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 7, promptly deliver to the indemnifying party a written notice of the written threat of or notice of the commencement of such action or proceeding; provided that failure to so notify the indemnifying party will not relieve the indemnifying party from any liability it may have to such indemnified party hereunder except to the extent that the indemnifying party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such Claim to the extent then known. In case any such action or proceeding is brought against any Indemnified Party or Indemnified Person and such Indemnified Party or Indemnified Person seeks or intends to seek indemnity from an indemnifying party, the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be. In any such proceeding, any Indemnified Person or Indemnified Party may retain its own counsel, but the fees and expenses of that counsel will be at the expense of that Indemnified Person or Indemnified Party, as the case may be, unless (i) the indemnifying party and the Indemnified Person or Indemnified Party, as applicable, shall have mutually agreed to the retention of that counsel, (ii) the indemnifying party does not assume the defense of such proceeding in a timely manner or (iii) in the opinion of counsel retained by the Indemnified Person or Indemnified Party, as applicable, the representation by such counsel for the Indemnified Person or Indemnified Party, as applicable, and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by counsel to the indemnifying party in such proceeding. The Indemnified Party or Indemnified Person shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or proceeding or Claim or Indemnified Damages by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action, proceeding or Claim or Indemnified Damages. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the

defense or any settlement negotiations with respect thereto. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, as the case may be, consent to entry of any judgment or enter into any settlement or other compromise with respect to any pending or threatened action or claim in respect of which indemnification or contribution may be or has been sought hereunder (whether or not the Indemnified Party or Indemnified Person is an actual or potential party to such action or claim) which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person (as applicable) of a full release from all liability with respect to such Claim or Indemnified Damages or which includes any admission as to fault or culpability on the part of such Indemnified Party or Indemnified Person. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action or proceeding shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 7, except to the extent that the indemnifying party is materially prejudiced in its ability to defend such action or proceeding as a result of such failure.

d. The indemnification required by this Section 7 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred. The Indemnified Party or Indemnified Person shall promptly reimburse the indemnifying party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party or Indemnified Person is finally judicially determined to not be entitled to indemnification hereunder.

e. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

8. CONTRIBUTION. If the indemnification provided for in Section 7 is held by a court to be unavailable or unenforceable in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying party, in lieu of indemnifying such Indemnified Party or Indemnified Person, shall contribute to the amount paid or payable by such Indemnified Party or Indemnified Person as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the Indemnified Party or Indemnified Person on the other, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses. The relative fault of the indemnifying party, on the one hand, and of the Indemnified Party or Indemnified Person on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the Indemnified Party or Indemnified Person, and by such party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. In no event shall the liability of the indemnifying party be greater in amount than the amount which such indemnifying party would have been obligated to pay if indemnification pursuant to Section 7.a or Section **Error! Reference source not found.**, as applicable, had been available.

9. REPORTS UNDER THE EXCHANGE ACT. With a view to making available to the Investors the benefits of Rule 144, the Company agrees to use commercially reasonable efforts to:

a. make and keep public information available, as those terms are understood and defined in Rule 144;

b. file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act so long as the Company remains subject to such requirements

and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

c. furnish to each Investor, unless otherwise available at no charge by access electronically to the SEC's Electronic Data Gathering, Analysis, and Retrieval system (or successor thereto), so long as such Investor owns Registrable Securities, promptly upon request, (i) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company and (ii) such other information as may be reasonably requested to permit the Investors to sell such securities pursuant to Rule 144 without registration.

10. ASSIGNMENT OF REGISTRATION RIGHTS. The rights under this Agreement shall be automatically assignable by the Investors (i) in connection with any Permitted Transfer and (ii) to any transferee of all or any portion of Registrable Securities if: (a) the Investor agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company; (b) the Company is furnished with written notice within three (3) Business Days of (i) the name and address of such transferee or assignee, and (ii) the securities with respect to which such registration rights are being transferred or assigned; and (c) the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein.

11. AMENDMENT AND WAIVER. Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Required Investors. Any amendment or waiver effected in accordance with this Section 11 shall be binding upon each Investor and the Company. No such amendment shall be effective to the extent that it applies to less than all of the Investors. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of this Agreement unless the same consideration also is offered to each of the Investors. Notwithstanding the foregoing, a waiver or consent to or departure from the provisions hereof with respect to a matter that relates exclusively to the rights of an Investor whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of other Investors may be given solely by such Investor.

12. TERMINATION. The rights of any particular Investor under this Agreement shall terminate with respect to such Investor on the date upon which such Investor no longer holds any Registrable Securities. This Agreement shall terminate on the date on which no Registrable Securities remain issuable or outstanding.

13. MISCELLANEOUS.

a. A Person is deemed to be a holder of Registrable Securities (or a transferee or assignee of Registrable Securities, as applicable) whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registrable Securities.

b. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered upon receipt, when delivered via email, personally or by a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses for such communications shall be:

If to the Company:

New Fortress Energy Inc.,
11 W. 19th Street, 8th Floor
New York, New York 10011
Attention: Kevin Sullivan; Matthew Reinhard

With copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Michael J. Schwartz

If to Investors, at the most current address given by the transfer agent and registrar of the Company Securities.

c. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

d. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

e. This Agreement and the other documents executed in contemplation thereof (the "**Transaction Documents**") constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement and the other Transaction Documents supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

f. Subject to the requirements of Section 10, this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto.

g. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

h. This Agreement and any amendments hereto may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when counterparts have been signed by each party hereto and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. In the event that any signature to this Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver a signature to this Agreement or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

i. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

j. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

k. Each Investor shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies that such Investor has been granted at any time under any other agreement or contract and all of the rights that such Investor has under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security or proving actual damages), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

l. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and, to the extent provided in Section 7 and Section 8 hereof, each Indemnified Person and Indemnified Party, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

m. From the date hereof, the Company shall not grant any Person any registration rights with respect to shares of Common Stock or any other securities of the Company other than registration rights that will not adversely affect the rights of the Investors hereunder (including by limiting in any way the number of Registrable Securities that could be included in any Registration Statement pursuant to Rule 415) and shall not otherwise enter into any agreement that is inconsistent with the rights granted to the Investors hereunder.

n. The Company shall have no further obligations pursuant to this Agreement at such time as no Registrable Securities remain outstanding; provided, however, that the Company's

obligations under Section 7, Section 8 and Section 13 of this Agreement shall remain in full force and effect following such time.

o. The obligations of each Investor hereunder are several and not joint with the obligations of any other Investor, and no provision of this Agreement is intended to confer any obligations on any Investor vis-à-vis any other Investor. Nothing contained herein, and no action taken by any Investor pursuant hereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

p. Unless the context otherwise requires, (i) all references to Sections, Schedules or Exhibits are to Sections, Schedules or Exhibits contained in or attached to this Agreement, (ii) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP, (iii) words in the singular or plural include the singular and plural, and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (iv) the use of the word "including" in this Agreement shall be by way of example rather than limitation and (v) all references to any period of days shall be deemed to be to the relevant number of calendar days unless otherwise specified.

* * * * * *

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of the date first above written.

COMPANY:

NEW FORTRESS ENERGY INC.

By: /s/ Matthew Reinhard

Name: Matthew Reinhard
Title: Co-General Counsel and Chief Compliance Officer

EXECUTED by the THE INVESTORS, acting by NFE GLOBAL HOLDINGS LIMITED under the power of attorney for and on behalf of each CoreCo Plan Creditor (as defined therein) granted to NFE Global Holdings Limited pursuant to the terms of the English law restructuring plan in its name under Part 26A of the UK Companies Act 2006 approved on 18 June 2026.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Director

AMENDED AND RESTATED

SHAREHOLDERS' AGREEMENT

BY AND BETWEEN

NEW FORTRESS ENERGY INC. AND

THE SHAREHOLDERS FROM TIME TO TIME PARTY HERETO

Dated as of September 11 , 2026

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AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT (this "Agreement") is made as of September 11, 2026, by and between New Fortress Energy Inc., a Delaware corporation (the "Company"), and the other Shareholders (as hereinafter defined) from time to time party hereto. Unless otherwise indicated, references to articles and sections shall be to articles and sections of this Agreement.

WHEREAS, the Shareholders are holders of Class A Shares (as hereinafter defined);

WHEREAS, the Company has agreed to provide the registration rights and other rights set forth herein; and

WHEREAS, in connection with the Company's restructuring transaction, consummated on the date hereof, the parties have determined to amend and restate the existing Shareholders' Agreement, dated as of February 4, 2019, by and between New Fortress Energy LLC and New Fortress Energy Holdings LLC, as amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Actions" shall have the meaning assigned to it in Section 6.1.

(b) "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under the Exchange Act; provided that no Shareholder shall be deemed an Affiliate of any other Shareholder solely by reason of any investment in the Company.

(c) "Agreement" shall have the meaning assigned to it in the preamble.

(d) A Person shall be deemed to "Beneficially Own" securities if such Person is deemed to be a "beneficial owner" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Agreement.

(e) "Block Trade Offering" shall mean an Underwritten Offering demanded by one or more Requesting Shareholders that is a no-roadshow "block trade" take-down off of a Shelf Registration Statement where pricing is expected to occur no later than the fifth business day after such demand is made. For the avoidance of doubt, management's participation in one or more conference calls with potential investors shall not constitute a roadshow.

(f) "Board" shall mean the board of directors of the Company.

(g) "Class A Shares" shall mean a share in the Company designated as a "Class A Share."

(i) "Commission" shall mean the United States Securities and Exchange Commission or any successor agency.

(j) "Common Shares" shall mean the Company's Class A Shares, and any and all securities of any kind whatsoever of the Company which may be issued and outstanding on or after the date hereof in respect of, in exchange for, or upon conversion of Common Shares pursuant to a merger, consolidation, share split, share dividend, recapitalization of the Company or otherwise.

(k) "Company" shall have the meaning assigned to it in preamble.

(l) "Company Securities" shall mean (i) any Common Shares and (ii) any other securities of the Company entitled to vote generally in the election of directors of the Company.

(m) "Demand" shall have the meaning assigned to it in Section 4.1(a).

(n) "Demand Registration" shall have the meaning assigned to it in Section 4.1(a).

(o) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(p) "Filings" shall mean annual, quarterly and current reports and other documents filed or furnished by the Company or any Subsidiary of the Company under the Exchange Act; annual reports to shareholders, annual and quarterly statutory statements of the Company or any Subsidiary of the Company; and any registration statements, prospectuses documents filed or furnished by the Company or any of its Subsidiaries under the Securities Act (other than any registration statement, any Issuer Free Writing Prospectus, any prospectus or preliminary prospectus or any amendment thereof or supplement thereto to the extent that Section 6.2 of this Agreement applies).

(q) "FINRA" shall mean the Financial Industry Regulatory Authority.

(r) "Form S-3" shall have the meaning assigned to it in Section 4.3(a).

(s) "Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405 under the Securities Act.

(t) "Governmental Entity" shall mean any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign, and any subdivision thereof.

(u) "Initial Public Offering" shall mean the initial public offering of Class A Shares pursuant to an effective registration statement under the Securities Act.

(v) [Reserved].

(w) "Inspectors" shall have the meaning assigned to it in Section 4.5(a)(viii).

(x) [Reserved].

(y) "Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433 under the Securities Act.

(z) "Losses" shall have the meaning assigned to it in Section 6.1.

(aa) "Necessary Action" shall mean, with respect to a specified result, all actions (to the extent such actions are permitted by applicable law and, in the case of any action by the Company that requires a vote or other action on the part of the Board, to the extent such action is consistent with the fiduciary duties that the

Company's directors have in such capacity) necessary to cause such result, including (a) voting or providing a written consent or proxy with respect to Class A Shares, (b) causing the adoption of shareholders' resolutions and amendments to the organizational documents of the Company, (c) causing members of the Board (to the extent such members were designated by the Person obligated to undertake the Necessary Action) to act (subject to any applicable fiduciary duties) in a certain manner or causing them to be removed in the event they do not act in such a manner, (d) executing agreements and instruments and (e) making or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

(bb) "Offering Expenses" shall have the meaning assigned to it in Section 4.6(a).

(cc) "Organizational Documents" shall mean the Amended and Restated Certificate of Incorporation of the Company, dated , 2026, and the Amended and Restated Bylaws of the Company, dated , 2026, each as may be amended and/or restated from time to time.

(dd) "Other Demanding Sellers" shall have the meaning assigned to it in Section 4.2(b).

(ee) "Other Proposed Sellers" shall have the meaning assigned to it in Section 4.2(b).

(ff) "Permitted Transferee" shall mean, with respect to each Shareholder, (i) any other Shareholder, (ii) such Shareholder's Affiliates, (iii) in the case of any Shareholder, (A) any member or general or limited partner of such Shareholder, (B) any corporation, partnership, limited liability company or other entity that is an Affiliate of such Shareholder or any member, general or limited partner of such Shareholder (collectively, "Shareholder Affiliates"), (C) any investment funds managed directly or indirectly by such Shareholder or any Shareholder Affiliate (a "Shareholder Fund"), (D) any general or limited partner of any Shareholder Fund, (E) any managing director, general partner, director, limited partner, officer or employee of any Shareholder Affiliate, or any spouse, lineal descendant, sibling, parent, heir, executor, administrator, testamentary trustee, legatee or beneficiary of any of the foregoing persons described in this clause (E) (collectively, "Shareholder Associates") or (F) any trust, the beneficiaries of which, or any corporation, limited liability company or partnership, the stockholders, members or general or limited partners of which, consist solely of any one or more of such Shareholder, any general or limited partner of such Shareholder, any Shareholder Affiliates, any Shareholder Fund, any Shareholder Associates, their spouses or their lineal descendants and (iv) any other Person that acquires Common Shares from such Shareholder other than pursuant to a Public Offering and that agrees to become party to or be bound by this Agreement.

(gg) "Person" shall mean any individual, firm, corporation, partnership, limited liability company or other entity, and shall include any successor (by merger or otherwise) of such entity.

(hh) "Piggyback Notice" shall have the meaning assigned to it in Section 4.2(a).

(ii) "Piggyback Registration" shall have the meaning assigned to it in Section 4.2(a).

(jj) "Piggyback Seller" shall have the meaning assigned to it in Section 4.2(a).

(kk) "Public Offering" shall mean an offering of equity securities of the Company pursuant to an effective registration statement under the Securities Act, including an offering in which Shareholders are entitled to sell Class A Shares pursuant to the terms of this Agreement.

(ll) "Records" shall have the meaning assigned to it in Section 4.5(a)(viii).

(mm) "Registrable Amount" shall mean a number of Common Shares equal to or greater than 1% of the Common Shares issued and outstanding immediately after the consummation of the Initial Public Offering.

(nn) "Registrable Securities" shall mean any Class A Shares currently owned or hereafter acquired by any Shareholder. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (x) a registration statement registering such securities under the Securities Act has been declared effective and such securities have been sold or otherwise transferred by the holder thereof pursuant to such effective registration statement or (y) such securities are sold in accordance with Rule 144 (or any successor provision) promulgated under the Securities Act.

(oo) "Registration Expenses" shall have the meaning assigned to it in Section 4.6(a).

(pp) "Requesting Shareholder" shall have the meaning assigned to it in Section 4.1(a).

(qq) "Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(rr) "Shareholders" shall mean (i) Wesley R. Edens, (ii) Randal A. Nardone and (iii) each Permitted Transferee who becomes a party to or bound by the provisions of this Agreement in accordance with the terms hereof or a Permitted Transferee thereof who is entitled to enforce the provisions of this Agreement in accordance with the terms hereof, in each case to the extent that such Shareholder and its Permitted Transferees, together, hold of record or Beneficially Own at least a Registrable Amount.

(ss) "Selling Holders" shall have the meaning assigned to it in Section 4.5(a)(i).

(tt) "Shelf Notice" shall have the meaning assigned to it in Section 4.3(a).

(uu) "Shelf Registration Effectiveness Period" shall have the meaning assigned to it in Section 4.3(c).

(vv) "Shelf Registration Statement" shall have the meaning assigned to it in Section 4.3(a).

(ww) "Shelf Underwritten Offering" shall have the meaning assigned to it in Section 4.3(f).

(xx) "Subsidiary" shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person, (ii) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership), or (iii) which would be considered subsidiaries of such Person within the meaning of Regulation S-K or Regulation S-X.

(yy) "Suspension Period" shall have the meaning assigned to it in Section 4.3(d).

(zz) "Underwritten Offering" shall mean a sale of securities of the Company to an underwriter or underwriters for reoffering to the public, including any bought deal, Block Trade Offering or other block sale to a financial institution conducted as an underwritten offering to the public.

(bbb) "Voting Power of the Company" shall mean the voting power of the then issued and outstanding shares of the Company entitled to vote in the election of directors of the Company.

(ccc) "WKSI" shall mean a well-known seasoned issuer, as defined in Rule 405 under the Securities Act.

(ddd) "WKSI Shelf Registration Statement" shall mean an automatic shelf registration statement, as defined in Rule 405 under the Securities Act.

Section 1.2 Construction. For the purposes of this Agreement (i) words (including capitalized terms defined herein) in the singular shall be held to include the plural and vice versa and words (including capitalized terms defined herein) of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article and Section references are to Articles and Sections of this Agreement, unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," (iv) all references to any period of days shall be deemed to be to the relevant number of calendar days unless otherwise specified, and (v) all references herein to "$" or dollars shall refer to United States dollars, unless otherwise specified.

ARTICLE II

TRANSFER

Section 2.1 Binding Effect on Transferees. A Permitted Transferee shall become a Shareholder hereunder, without any further action by the Company, following a transfer by a Shareholder of Company Securities to such Permitted Transferee upon the execution by such Permitted Transferee of a joinder providing that such Person shall be bound by and shall fully comply with the terms of this Agreement (including the provisions of Article IV with respect to the Company Securities being transferred to such transferee).

Section 2.2 Additional Purchases. Any Company Securities owned by a Shareholder on or after the date of this Agreement shall have the benefit of and be subject to the terms and conditions of this Agreement.

Section 2.3 [Reserved].

Section 2.4 Legend. Any certificate representing Company Securities issued to a Shareholder shall be stamped or otherwise imprinted with a legend in substantially the following form:

"The shares represented by this certificate are subject to the provisions contained in the Shareholders' Agreement, dated as of , 2026, by and among New Fortress Energy LLC and the certain shareholders of New Fortress Energy Inc. described therein."

The Company shall make customary arrangements to cause any Company Securities issued in uncertificated form to be identified on the books of the Company in a substantially similar manner.

ARTICLE III

[Reserved].

ARTICLE IV

REGISTRATION RIGHTS

Section 4.1 Demand Registration.

(a) Any Person that is a Shareholder (a "Requesting Shareholder") on the date a Demand is made shall be entitled to make a written request of the Company (a "Demand") for registration under the Securities Act of a number of Registrable Securities that, when taken together with the number of Registrable Securities requested to be registered under the Securities Act by such Requesting Shareholder's Affiliates, equals or

is greater than the Registrable Amount and thereupon the Company will, subject to the terms of this Agreement, use its commercially reasonable efforts to effect the registration (a "Demand Registration") as promptly as practicable under the Securities Act of:

(i) the Registrable Securities which the Company has been so requested to register by the Requesting Shareholders for disposition in accordance with the intended method of disposition stated in such Demand, which may be an Underwritten Offering;

(ii) all other Registrable Securities which the Company has been requested to register pursuant to Section 4.1(b); and

(iii) all Class A Shares which the Company may elect to register in connection with any offering of Registrable Securities pursuant to this Section 4.1, but subject to Section 4.1(f);

all to the extent necessary to permit the disposition (in accordance with the intended methods thereof) of the Registrable Securities and the additional Class A Shares, if any, to be so registered.

(b) A Demand shall specify: (i) the aggregate number of Registrable Securities requested to be registered in such Demand Registration, (ii) the intended method of disposition in connection with such Demand Registration, to the extent then known, and (iii) the identity of the Requesting Shareholder (or Requesting Shareholders). Within five days after receipt of a Demand, the Company shall give written notice of such Demand to any other Person that on the date a Demand is delivered to the Company is a Shareholder. Subject to Section 4.1(f), the Company shall include in the Demand Registration covered by such Demand all Registrable Securities with respect to which the Company has received a written request for inclusion therein. Such written request shall comply with the requirements of a Demand as set forth in this Section 4.1(b).

(c) Each Shareholder shall be entitled to an unlimited number of Demand Registrations until such time as the Shareholders, together, Beneficially Own less than a Registrable Amount.

(d) Demand Registrations shall be on such registration form of the Commission for which the Company is eligible as shall be selected by the Requesting Shareholders whose shares represent a majority of the Registrable Securities that the Company has been requested to register, including, to the extent permissible, a WKSI Shelf Registration Statement or an existing effective registration statement filed by the Company with the Commission, and shall be reasonably acceptable to the Company.

(e) The Company shall not be obligated to effect any Demand Registration (A) within one month of a "firm commitment" Underwritten Offering in which all Shareholders were given "piggyback" rights pursuant to Section 4.2 (subject to Section 4.1(f)) and provided that at least 50% of the number of Registrable Securities requested by such Shareholders to be included in such Demand Registration were included) or (B) within one month of any other Underwritten Offering pursuant to Section 4.3(f). In addition, the Company shall be entitled to postpone (upon written notice to all Shareholders) for a reasonable period of time not to exceed 60 days in succession the filing or the effectiveness of a registration statement for any Demand Registration (but no more than twice, or for more than 90 days in the aggregate, in any period of 12 consecutive months) if the Board determines in good faith and in its reasonable judgment that the filing or effectiveness of the registration statement relating to such Demand Registration would cause the disclosure of material, non-public information that the Company has a bona fide business purpose for preserving as confidential. In the event of a postponement by the Company of the filing or effectiveness of a registration statement for a Demand Registration, (i) the holders of a majority of Registrable Securities held by the Requesting Shareholder(s) shall have the right to withdraw such Demand in accordance with Section 4.4 and (ii) the Company shall not file or cause the effectiveness of any other registration statement for its own account or on behalf of any other Shareholders.

(f) The Company shall not include any securities other than Registrable Securities in a Demand Registration, except with the written consent of Shareholders participating in such Demand

Registration that hold a majority of the Registrable Securities included in such Demand Registration. If, in connection with a Demand Registration, any managing underwriter (or, if such Demand Registration is not an Underwritten Offering, a nationally recognized investment bank engaged in connection with such Demand Registration) advises the Company, that, in its opinion, the inclusion of all of the securities, including securities of the Company that are not Registrable Securities, sought to be registered in connection with such Demand Registration would adversely affect the marketability of the Registrable Securities sought to be sold pursuant thereto, then the Company shall include in such registration statement only such securities as the Company is advised by such underwriter or investment bank can be sold without such adverse effect as follows and in the following order of priority: (i) first, up to the number of Registrable Securities requested to be included in such Demand Registration by the Shareholders, which, in the opinion of the underwriter can be sold without adversely affecting the marketability of the offering, pro rata among such Shareholders requesting such Demand Registration on the basis of the number of such securities held by such Shareholders; (ii) second, securities the Company proposes to sell; and (iii) third, all other securities of the Company duly requested to be included in such registration statement, pro rata on the basis of the number of such other securities requested to be included or such other method determined by the Company.

(g) Any investment bank(s) that will serve as an underwriter with respect to such Demand Registration or, if such Demand Registration is not an Underwritten Offering, any investment bank engaged in connection therewith, shall be selected by the Shareholder participating in such Demand Registration that holds (together with its Permitted Transferees) the highest number of Registrable Securities included in such Demand Registration.

Section 4.2 Piggyback Registrations.

(a) Subject to the terms and conditions hereof, whenever the Company (i) proposes to register any of its equity securities under the Securities Act (other than a registration by the Company (x) on a registration statement on Form S-4, (y) on a registration statement on Form S-8 (or, in any of the cases of (x) or (y), on any successor forms thereto), or (z) pursuant to Section 4.1) or (ii) proposes to effect an Underwritten Offering of its own securities pursuant to an effective Shelf Registration Statement (other than an Underwritten Offering pursuant to Section 4.1 or Section 4.3) (each, a "Piggyback Registration"), whether for its own account or for the account of others, the Company shall give the Shareholders prompt written notice thereof (but not less than five business days prior to the filing by the Company with the Commission of any registration statement with respect thereto; provided that, for any Block Trade Offering, two business days' notice shall be sufficient). Such notice (a "Piggyback Notice") shall specify, at a minimum, the number of equity securities proposed to be registered, the proposed date of filing of such registration statement with the Commission, the proposed means of distribution and the proposed managing underwriter or underwriters (if any and if known). Upon the written request of any Person that on the date of such Piggyback Notice is a Shareholder, given within (A) one business day, in the case of any Block Trade Offering, or (B) three business days, in the case of any other offering, after such Piggyback Notice is received by such Person (any such Person, a "Piggyback Seller") (which written request shall specify the number of Registrable Securities then presently intended to be disposed of by such Piggyback Seller), the Company, subject to the terms and conditions of this Agreement, shall use its commercially reasonable efforts to cause all such Registrable Securities held by Piggyback Sellers with respect to which the Company has received such written requests for inclusion to be included in such Piggyback Registration on the same terms and conditions as the Company's equity securities being sold in such Piggyback Registration.

(b) If, in connection with a Piggyback Registration, any managing underwriter (or, if such Piggyback Registration is not an Underwritten Offering, a nationally recognized investment bank selected by Shareholders holding a majority of the Registrable Securities included in such Piggyback Registration, reasonably acceptable to the Company, and whose fees and expenses shall be borne solely by the Company) advises the Company in writing that, in its opinion, the inclusion of all the equity securities sought to be included in such Piggyback Registration by (i) the Company, (ii) others who have sought to have equity securities of the Company registered in such Piggyback Registration pursuant to rights to demand (other than pursuant to so-called "piggyback" or other incidental or participation registration rights) such registration (such Persons being "Other Demanding Sellers"), (iii) the Piggyback Sellers, (iv) others who have sought to have equity securities of the

Company registered in such Piggyback Registration pursuant to the Registration Rights Agreements ("Registration Rights Sellers") and (v) any other proposed sellers of equity securities of the Company (such Persons being "Other Proposed Sellers"), as the case may be, would adversely affect the marketability of the equity securities sought to be sold pursuant thereto, then the Company shall include in the registration statement applicable to such Piggyback Registration only such equity securities as the Company is so advised by such underwriter or investment bank can be sold without such an effect, as follows and in the following order of priority:

(i) if the Piggyback Registration relates to an offering for the Company's own account, then (A) first, such number of equity securities to be sold by the Company as the Company, in its reasonable judgment and acting in good faith and in accordance with sound financial practice, shall have determined, (B) second, Registrable Securities of Piggyback Sellers and Registration Rights Sellers, pro rata on the basis of the number of securities such sellers have requested be included in such Piggyback Registration, (C) third, securities sought to be registered by Other Demanding Sellers (if any), pro rata on the basis of the number of securities such sellers have requested be included in such Piggyback Registration and (D) fourth, other equity securities held by any Other Proposed Sellers;

(ii) if the Piggyback Registration relates to an offering other than for the Company's own account for the Demanding Sellers, then (A) first, such number of equity securities sought to be registered by the Demanding Sellers, (B) second, the Registrable Securities of the Piggyback Sellers (if any), pro rata on the basis of the number of Registrable Securities such sellers have requested be included in such Piggyback Registration, (C) third, securities sought to be registered by Other Demanding Sellers (if any), pro rata on the basis of the number of securities such sellers have requested be included in such Piggyback Registration and (D) fourth, other equity securities held by any Other Proposed Sellers or to be sold by the Company as determined by the Company and with such priorities among them as may from time to time be determined or agreed to by the Company; or

(iii) if the Piggyback Registration relates to an offering other than for the Company's own account for Other Demanding Sellers, then (A) first, such number of equity securities sought to be registered by the Other Demanding Sellers, (B) second, the Registrable Securities of the Piggyback Sellers (if any) and Registration Rights Sellers (if any), pro rata on the basis of the number of Registrable Securities such sellers have requested be included in such Piggyback Registration and (C) third, other equity securities held by any Other Proposed Sellers or to be sold by the Company as determined by the Company and with such priorities among them as may from time to time be determined or agreed to by the Company.

(c) In connection with any Underwritten Offering under this Section 4.2 for the Company's account, the Company shall not be required to include a holder's Registrable Securities in the Underwritten Offering unless such holder accepts the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company; provided, that any applicable underwriting agreement includes only customary terms and conditions.

(d) If, at any time after giving written notice of its intention to register any of its equity securities as set forth in this Section 4.2 and prior to the time the registration statement filed in connection with such Piggyback Registration is declared effective, the Company shall determine for any reason not to register such equity securities, the Company may, at its election, give written notice of such determination to each Shareholder and thereupon shall be relieved of its obligation to register any Registrable Securities in connection with such particular withdrawn or abandoned Piggyback Registration (but not from its obligation to pay the Registration Expenses in connection therewith as provided herein); provided, that Shareholders may continue the registration as a Demand Registration pursuant to the terms of Section 4.1.

Section 4.3 Shelf Registration.

(a) Subject to Section 4.3(e), and further subject to the availability of a Registration Statement on Form S-3 or a successor form, which may be a WKSI Shelf Registration Statement at any time the Company is eligible ("Form S-3"), each Shareholder may, by written notice delivered (which notice can be delivered at any time after the eleven month anniversary of the date hereof) to the Company (the "Shelf Notice") require the Company to (A) file as promptly as practicable (but no later than 30 days after the date the Shelf Notice is delivered), and to use commercially reasonable efforts to cause to be declared effective by the Commission at the earliest possible date permitted under the rules and regulations of the Commission (but no later than 60 days after such filing date), a Form S-3, or (B) use an existing Form S-3 filed with the Commission, in each case providing for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (a "Shelf Registration Statement") relating to the offer and sale, from time to time, of the number of Registrable Securities designated by such Shareholder in the Shelf Notice (which, if the Company is a WKSI at the time of the Shelf Notice, may be an unspecified number of Registrable Securities) owned by the Shareholder, as the case may be, and any other Person that at the time of the Shelf Notice meets the definition of a Shareholder who elects to participate therein as provided in Section 4.3(b).

(b) The Shareholders shall be entitled to require the Company to file an unlimited number of Shelf Registration Statements until such time as the Shareholders, together, Beneficially Own less than a Registrable Amount.

(c) Within five business days after receipt of a Shelf Notice pursuant to Section 4.3(a), the Company will deliver written notice thereof to each Shareholder. Each Shareholder may elect to participate in the Shelf Registration Statement by delivering to the Company a written request to so participate within two business days after receipt of such written notice.

(d) Subject to Section 4.3(e), the Company will use commercially reasonable efforts to keep the Shelf Registration Statement continuously effective until the date on which all Registrable Securities covered by the Shelf Registration Statement have been sold thereunder in accordance with the plan and method of distribution disclosed in the prospectus included in the Shelf Registration Statement, or otherwise (the "Shelf Registration Effectiveness Period").

(e) Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, from time to time, by providing notice to the Shareholders who elected to participate in the Shelf Registration Statement, to require such Shareholders to suspend the use of the prospectus for sales of Registrable Securities under the Shelf Registration Statement for a reasonable period of time not to exceed 60 days in succession or 90 days in the aggregate in any 12 month period (a "Suspension Period") if the Board determines in good faith and in its reasonable judgment that it is required to disclose in the Shelf Registration Statement a financing, acquisition, corporate reorganization or other similar transaction or other material event or circumstance affecting the Company or its securities, and that the disclosure of such information at such time would be detrimental to the Company or the holders of its equity interests. Immediately upon receipt of such notice, the Shareholders covered by the Shelf Registration Statement shall suspend the use of the prospectus until the requisite changes to the prospectus have been made as required below. Any Suspension Period shall terminate at such time as the public disclosure of such information is made. After the expiration of any Suspension Period and without any further request from a Shareholder, the Company shall as promptly as practicable prepare a post-effective amendment or supplement to the Shelf Registration Statement or the prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) At any time, and from time-to-time, during the Shelf Registration Effectiveness Period (except during a Suspension Period), any Shareholder or any of its Permitted Transferees (in each case to the extent a Shareholder hereunder) may notify the Company of their intent to sell Registrable Securities covered by the Shelf Registration Statement (in whole or in part) in an Underwritten Offering (a "Shelf Underwritten Offering"); provided that the Company shall not be obligated to participate in more than four underwritten offerings during any

twelve-month period. Such notice shall specify (x) the aggregate number of Registrable Securities requested to be registered in such Shelf Underwritten Offering and (y) the identity of the Shareholder(s) requesting such Shelf Underwritten Offering. Upon receipt by the Company of such notice, the Company shall promptly comply with the applicable provisions of this Agreement, including those provisions of Section 4.5 relating to the Company's obligation to make filings with the Commission, assist in the preparation and filing with the Commission of prospectus supplements and amendments to the Shelf Registration Statement, participate in "road shows," agree to customary "lock-up" agreements with respect to the Company's securities and obtain "comfort" letters, and the Company shall take such other actions as necessary or appropriate to permit the consummation of such Shelf Underwritten Offering as promptly as practicable. Each Shelf Underwritten Offering shall be for the sale of a number of Registrable Securities equal to or greater than the Registrable Amount. In any Shelf Underwritten Offering, the Shareholders participating in such Shelf Underwritten Offering that hold a majority of the Registrable Securities included in such Shelf Underwritten Offering shall select the investment bank(s) and managers that will serve as lead or co-managing underwriters with respect to the offering of such Registrable Securities, which shall be reasonably acceptable to the Company.

Section 4.4 Withdrawal Rights. Any Shareholder having notified or directed the Company to include any or all of its Registrable Securities in a registration statement under the Securities Act shall have the right to withdraw any such notice or direction with respect to any or all of the Registrable Securities designated by it for registration by giving written notice to such effect to the Company prior to the effective date of such registration statement. In the event of any such withdrawal, the Company shall not include such Registrable Securities in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement. No such withdrawal shall affect the obligations of the Company with respect to the Registrable Securities not so withdrawn; provided, however, that in the case of a Demand Registration, if such withdrawal shall reduce the number of Registrable Securities sought to be included in such registration below the Registrable Amount, then the Company shall as promptly as practicable give each holder of Registrable Securities sought to be registered notice to such effect and, within ten days following the mailing of such notice, such holder(s) of Registrable Securities still seeking registration shall, by written notice to the Company, elect to register additional Registrable Securities, when taken together with elections to register Registrable Securities by its Permitted Transferees, to satisfy the Registrable Amount or elect that such registration statement not be filed or, if theretofore filed, be withdrawn. During such ten day period, the Company shall not file such registration statement if not theretofore filed or, if such registration statement has been theretofore filed, the Company shall not seek, and shall use commercially reasonable efforts to prevent, the effectiveness thereof.

Section 4.5 Registration Procedures.

(a) If and whenever the Company is required to use commercially reasonable efforts to effect the registration of any Registrable Securities under the Securities Act or an Underwritten Offering as provided in Section 4.1, Section 4.2 and Section 4.3, the Company shall as promptly as practicable (in each case, to the extent applicable):

(i) prepare and file with the Commission a registration statement to effect such registration, cause such registration statement to become effective at the earliest possible date permitted under the rules and regulations of the Commission, and thereafter use commercially reasonable efforts to cause such registration statement to remain effective pursuant to the terms of this Agreement; provided, however, that the Company may discontinue any registration of its securities which are not Registrable Securities at any time prior to the effective date of the registration statement relating thereto; provided, further that before filing such registration statement or any amendments thereto, the Company will (A) furnish to the counsel selected by the holders of Registrable Securities which are to be included in such registration ("Selling Holders") copies of all such documents proposed to be filed, (B) provide each such Selling Holder and their counsel the opportunity to object to any information pertaining to such Selling Holder or its plan of distribution that is contained in the registration statement (it being understood that each Selling Holder and counsel to such Selling Holder will conduct their review

and provide any comments promptly) and (C) make any changes reasonably requested by such Selling Holder or their counsel with respect to such information;

(ii) prepare and file with the Commission such amendments (including post-effective amendments) and supplements and "stickers" to such registration statement and the prospectus used in connection therewith and any Exchange Act reports incorporated by reference therein as may be necessary to keep such registration statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement until the earlier of such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the Selling Holder(s) set forth in such registration statement or (i) in the case of a Demand Registration pursuant to Section 4.1, the expiration of 90 days after such registration statement becomes effective or (ii) in the case of a Piggyback Registration pursuant to Section 4.2, the expiration of 90 days after such registration statement becomes effective or (iii) in the case of a Shelf Registration pursuant to Section 4.3, the Shelf Registration Effectiveness Period;

(iii) furnish to each Selling Holder and each underwriter, if any, of the securities being sold by such Selling Holder such number of conformed copies of such registration statement and of each amendment and supplement thereto (in each case including all exhibits or documents incorporated by reference therein), such number of copies of the prospectus contained in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and any Issuer Free Writing Prospectus and such other documents as such Selling Holder and underwriter, if any, may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such Selling Holder;

(iv) use commercially reasonable efforts to register or qualify such Registrable Securities covered by such registration statement under such other securities laws or blue sky laws of such jurisdictions as any Selling Holder and any underwriter of the securities being sold by such Selling Holder shall reasonably request, and take any other action which may be reasonably necessary or advisable to enable such Selling Holder and underwriter to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Selling Holder, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this clause (iv) be obligated to be so qualified, to subject itself to taxation in any such jurisdiction or to file a general consent to service of process in any such jurisdiction;

(v) use best efforts to cause such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use commercially reasonable efforts to cause such Registrable Securities to be listed on the NASDAQ or the New York Stock Exchange;

(vi) use commercially reasonable efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the Selling Holder(s) thereof to consummate the disposition of such Registrable Securities;

(vii) in connection with an Underwritten Offering, obtain for each Selling Holder and underwriter:

(1) an opinion of counsel for the Company, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Selling Holder and underwriters, and

(2) a "comfort" letter (or, in the case of any such Person which does not satisfy the conditions for receipt of a "comfort" letter specified in AU Section 634 of the AICPA Professional Standards, an "agreed upon procedures" letter) signed by the independent registered public accountants who have certified the Company's financial statements included in such registration statement (and, if necessary, any other independent registered public accountant of any Subsidiary of the Company or any business acquired by the Company from which financial statements and financial data are, or are required to be, included in the registration statement);

(viii) promptly make available for inspection by any Selling Holder, any underwriter participating in any disposition pursuant to any registration statement, and any attorney, accountant or other agent or representative retained by any such Selling Holder or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be reasonably necessary to enable such Selling Holder or underwriter to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such registration statement promptly; provided, however, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Company shall not be required to provide any information under this subparagraph (viii) if (i) the Company believes, after consultation with counsel for the Company, that to do so would cause the Company to forfeit an attorney-client privilege that was applicable to such information or (ii) either (A) the Company has requested and been granted from the Commission confidential treatment of such information contained in any filing with the Commission or documents provided supplementally or otherwise or (B) the Company reasonably determines in good faith that such Records are confidential and so notifies the Inspectors in writing unless prior to furnishing any such information with respect to (i) or (ii) such holder of Registrable Securities requesting such information agrees, and causes each of its Inspectors, to enter into a confidentiality agreement on terms reasonably acceptable to the Company; and provided, further, that each Holder of Registrable Securities agrees that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential;

(ix) promptly notify in writing each Selling Holder and the underwriters, if any, of the following events:

(1) the filing of the registration statement, the prospectus or any prospectus supplement related thereto, any Issuer Free Writing Prospectus or post-effective amendment to the registration statement, and, with respect to the registration statement or any post-effective amendment thereto, when the same has become effective;

(2) any request by the Commission or any other Governmental Entity for amendments or supplements to the registration statement or the prospectus or for additional information;

(3) the issuance by the Commission or any other Governmental Entity of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings by any Person for that purpose;

(4) when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the registration statement; and

(5) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or blue sky laws of any jurisdiction or the initiation or threat of any proceeding for such purpose;

(x) notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, at the request of any Selling Holder, promptly prepare and furnish to such Selling Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(xi) use every reasonable best effort to obtain the withdrawal of any order suspending the effectiveness of such registration statement;

(xii) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to Selling Holders, as promptly as practicable, an earnings statement covering the period of at least 12 months, but not more than 18 months, beginning with the first day of the Company's first full quarter after the effective date of such registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xiii) use its reasonable best efforts to assist Shareholders who made a request to the Company to provide for a third party "market maker" for the Class A Shares; provided, however, that the Company shall not be required to serve as such "market maker";

(xiv) cooperate with any Selling Holder and any underwriter and the managing underwriter to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law), if necessary or appropriate, representing securities sold under any registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or such Selling Holder may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such registration statement a supply of such certificates as necessary or appropriate;

(xv) have appropriate officers of the Company prepare and make presentations at any "road shows" and before analysts and rating agencies, as the case may be, and other information meetings organized by the underwriters, take other actions to obtain ratings for any Registrable Securities (if they are eligible to be rated) and otherwise use its reasonable best efforts to cooperate as reasonably requested by the Selling Holders and the underwriters in the offering, marketing or selling of the Registrable Securities;

(xvi) have appropriate officers of the Company, and cause representatives of the Company's independent registered public accountants, to participate in any due diligence discussions reasonably requested by any Selling Holder or any underwriter;

(xvii) if requested by any underwriter, agree, and cause the Company and any directors or officers of the Company to agree, to be bound by customary "lock-up" agreements restricting the ability to dispose of Company Securities;

(xviii) if requested by any Selling Holders or any underwriter, promptly incorporate in the registration statement or any prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such Selling Holders may reasonably request to have included therein, including information relating to the "Plan of Distribution" of the Registrable Securities;

(xix) cooperate and assist in any filings required to be made with the FINRA and in the performance of any due diligence investigation by any underwriter that is required to be undertaken in accordance with the rules and regulations of the FINRA;

(xx) otherwise use reasonable best efforts to cooperate as reasonably requested by the Selling Holders and the underwriters in the offering, marketing or selling of the Registrable Securities;

(xxi) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission and all reporting requirements under the rules and regulations of the Exchange Act; and

(xxii) use reasonable best efforts to take any action requested by the Selling Holders, including any action described in clauses (i) through (xxi) above to prepare for and facilitate any "over-night deal," Block Trade Offering or other proposed sale of Registrable Securities over a limited timeframe.

The Company may require each Selling Holder and each underwriter, if any, to furnish the Company in writing such information regarding each Selling Holder or underwriter and the distribution of such Registrable Securities as the Company may from time to time reasonably request to complete or amend the information required by such registration statement.

(b) Without limiting any of the foregoing, in the event that the offering of Registrable Securities is to be made by or through an underwriter, the Company shall enter into an underwriting agreement with a managing underwriter or underwriters containing representations, warranties, indemnities and agreements customarily included (but not inconsistent with the covenants and agreements of the Company contained herein) by an issuer of common stock in underwriting agreements with respect to offerings of common stock for the account of, or on behalf of, such issuers. No Selling Holder shall be required to make any representations, warranties, indemnities or agreements with the Company or the underwriters other than the representations, warranties, indemnities and agreements regarding such Selling Holder, its ownership of the Registrable Securities being registered on its behalf, its intended method of distribution and any other representations, warranties, indemnities and agreements required by law.

(c) In connection with any offering of Registrable Securities registered pursuant to this Agreement, the Company shall furnish to the underwriter, if any (or, if no underwriter, the Selling Holder), unlegended certificates representing ownership of the Registrable Securities being sold (unless, in the Company's sole discretion, such Registrable Securities are to be issued in uncertificated form pursuant to the customary arrangements for issuing shares in such form), in such denominations as requested and instruct any transfer agent and registrar of the Registrable Securities to release any stop transfer order with respect thereto.

(d) Each Selling Holder agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4.5(a)(ix), such Selling Holder shall forthwith discontinue such Selling Holder's disposition of Registrable Securities pursuant to the applicable registration statement and prospectus relating thereto until such Selling Holder's receipt of the copies of the supplemented or

amended prospectus contemplated by Section 4.5(a)(ix) and, if so directed by the Company, deliver to the Company, at the Company's expense, all copies, other than permanent file copies, then in such Selling Holder's possession of the prospectus current at the time of receipt of such notice relating to such Registrable Securities. In the event the Company shall give such notice, any applicable 60 day period during which such registration statement must remain effective pursuant to this Agreement shall be extended by the number of days during the period from the date of giving of a notice regarding the happening of an event of the kind described in Section 4.5(a)(ix) to the date when all such Selling Holders shall receive such a supplemented or amended prospectus and such prospectus shall have been filed with the Commission.

Section 4.6 Registration Expenses.

(a) All expenses incident to the Company's performance of, or compliance with, its obligations under this Agreement including (i)(A) all registration and filing fees, all fees and expenses of compliance with securities and "blue sky" laws, (B) all fees and expenses associated with filings required to be made with FINRA (including, if applicable, the fees and expenses of any "qualified independent underwriter" as such term is defined in FINRA Rule 5121(f)(12)), (C) all fees and expenses of compliance with securities and "blue sky" laws, (D) all printing (including expenses of printing certificates, if any, for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing prospectuses and Issuer Free Writing Prospectuses if the printing of such prospectuses is requested by a holder of Registrable Securities) and copying expenses, (E) all messenger and delivery expenses, (F) all fees and expenses of the Company's independent certified public accountants and counsel (including with respect to "comfort" letters, "agreed-upon procedures" letters and opinions), (G) fees and expenses of one firm of counsel to the Shareholders selling in such registration (which firm shall be selected by the Shareholders selling in such registration that hold a majority of the Registrable Securities included in such registration), (H) except as provided in clause (ii) below, the fees and expenses (including underwriting discounts and commissions and transfer taxes) of every nationally recognized investment bank engaged in connection with a Demand Registration or a Piggyback Registration that is not an Underwritten Offering (collectively, the "Registration Expenses") and (ii) any expenses described in clauses (i)(A) through (H) above incurred in connection with the marketing and sale of Registrable Securities ("Offering Expenses") shall be borne by the Company, regardless of whether a registration is effected, marketing is commenced or sale is made. The Company will pay its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties, the expense of any annual audit and the expense of any liability insurance) and the expenses and fees for listing the securities to be registered on each securities exchange and included in each established over-the-counter market on which similar securities issued by the Company are then listed or traded.

(b) Each Selling Holder shall pay its portion of all underwriting discounts and commissions and transfer taxes, if any, relating to the sale of such Selling Holder's Registrable Securities pursuant to any registration.

Section 4.7 10b5-1 Plans. Subject to the expiration of any applicable lock-up periods, upon the request of any Shareholder to establish a written plan for trading Class A Shares in compliance with Rule 10b5-1(c) of the Exchange Act (a "10b5-1 Plan"), the Company shall use commercially reasonable efforts to assist such Shareholder in establishing a 10b5-1 Plan.

ARTICLE V

[Reserved].

ARTICLE VI

INDEMNIFICATION

Section 6.1 General Indemnification. The Company agrees to indemnify and hold harmless each Shareholder and each of the officers, directors, employees, members, managers, partners and agents or Affiliates of each Shareholder against any and all losses, claims, damages, liabilities and expenses (including

reasonable expenses of investigation and reasonable attorneys' fees and expenses) (collectively, the "Losses"), in each case, based on, arising out of, resulting from or in connection with any claim, action, cause of action, suit, proceeding or investigation, whether civil, criminal, administrative, investigative or other (collectively, "Actions"), based on, arising out of, pertaining to or in connection with (i) the ownership or the operation of the assets or properties, and the operation or conduct of the business of, including contracts entered into by, the Company, whether before, on or after the date hereof (ii) any other activity that the Company or its Subsidiaries engages in and (iii) any untrue statement or alleged untrue statement of a material fact contained in any Filing or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, other than misstatements or omissions made in reliance on information relating to and furnished by any Shareholder in writing expressly for use in the preparation of such Filing. The indemnity agreement contained in this Section 6.1 shall be applicable whether or not any Action or the facts or transactions giving rise to such Action arose prior to, on or subsequent to the date of this Agreement.

Section 6.2 Registration Statement Indemnification.

(a) The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Selling Holder, its officers, directors, employees, managers, members, partners and Affiliates, such Selling Holder or such other indemnified Person from and against all Losses caused by, resulting from or relating to any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, any Issuer Free Writing Prospectus, any prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as the same are caused by any information furnished in writing to the Company by such Selling Holder expressly for use therein. In connection with an Underwritten Offering and without limiting any of the Company's other obligations under this Agreement, the Company shall also indemnify such underwriters, their officers, directors, employees and agents and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) such underwriters or such other indemnified Person to the same extent as provided above with respect to the indemnification (and exceptions thereto) of the holders of Registrable Securities being sold. Reimbursements payable pursuant to the indemnification contemplated by this Section 6.2(a) will be made by periodic payments during the course of any investigation or defense, as and when bills are received or expenses incurred.

(b) In connection with any registration statement in which a holder of Registrable Securities is participating, each such Selling Holder will furnish to the Company in writing information regarding such Selling Holder's ownership of Registrable Securities and its intended method of distribution thereof and, to the extent permitted by law, shall, severally and not jointly, indemnify the Company, its directors, officers, employees and agents and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) the Company or such other indemnified Person against all Losses caused by any untrue statement of material fact contained in the registration statement, any Issuer Free Writing Prospectus, any prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or omission is caused by and contained in such information so furnished in writing by such Selling Holder expressly for use therein; provided, however, that each Selling Holder's obligation to indemnify the Company hereunder shall, to the extent more than one Selling Holder is subject to the same indemnification obligation, be apportioned between each Selling Holder based upon the net amount received by each Selling Holder from the sale of Registrable Securities, as compared to the total net amount received by all of the Selling Holders of Registrable Securities sold pursuant to such registration statement. Notwithstanding the foregoing, no Selling Holder shall be liable to the Company for amounts in excess of the lesser of (i) such apportionment and (ii) the net amount received by such holder in the offering giving rise to such liability.

Section 6.3 Contribution.

(a) If recovery is not available under the foregoing indemnification provisions for any reason or reasons other than as specified therein, any Person who would otherwise be entitled to indemnification by the terms thereof shall nevertheless be entitled to contribution with respect to any Losses with respect to which such Person

would be entitled to such indemnification but for such reason or reasons. In determining the amount of contribution to which the respective Persons are entitled, there shall be considered the Persons' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and other equitable considerations appropriate under the circumstances. It is hereby agreed that it would not necessarily be equitable if the amount of such contribution were determined by pro rata or per capita allocation. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not found guilty of such fraudulent misrepresentation. Notwithstanding the foregoing, no Selling Holder or transferee thereof shall be required to make a contribution in excess of the net amount received by such holder from its sale of Registrable Securities in connection with the offering that gave rise to the contribution obligation.

Section 6.4 Procedure.

(a) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided, however, the failure to give such notice shall not release the indemnifying party from its obligation, except to the extent that the indemnifying party has been materially prejudiced by such failure to provide such notice on a timely basis.

(b) In any case in which any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not (so long as it shall continue to have the right to defend, contest, litigate and settle the matter in question in accordance with this paragraph) be liable to such indemnified party hereunder for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, supervision and monitoring (unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it which are different from or in addition to the defenses available to such indemnifying party or (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense and the indemnified party is or is reasonably likely to be prejudiced by such delay, in either event the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining separate legal counsel).The indemnifying party shall lose its right to defend, contest, litigate and settle a matter if it shall fail to diligently contest such matter (except to the extent settled in accordance with the next following sentence).

Section 6.5 Other Matters.

(a) An indemnifying party shall not be liable for any settlement of an Action effected without its consent. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened Action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such Action.

(b) Any Losses for which an indemnified party is entitled to indemnification or contribution under this Article VI shall be paid by the indemnifying party to the indemnified party as such Losses are incurred. The indemnity and contribution agreements contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, the Company, its directors or officers, or any person controlling the Company, and (ii) any termination of this Agreement.

(c) The parties hereto shall, and shall cause their respective Subsidiaries to, cooperate with each other in a reasonable manner with respect to access to unprivileged information and similar matters in connection with any Action. The provisions of this Article VI are for the benefit of, and are intended to create third party beneficiary rights in favor of, each of the indemnified parties referred to herein.

(d) Not less than three days before the expected filing date of each registration statement pursuant to this Agreement, the Company shall notify each Shareholder who has timely provided the requisite notice hereunder entitling the Shareholder to register Registrable Securities in such registration statement of the information, documents and instruments from such Shareholder that the Company or any underwriter reasonably requests in connection with such registration statement, including, but not limited to a questionnaire, custody agreement, power of attorney, lock-up letter and underwriting agreement (the "Requested Information"). If the Company has not received, on or before the day before the expected filing date, the Requested Information from such Shareholder, the Company may file the Registration Statement without including Registrable Securities of such Shareholder. The failure to so include in any registration statement the Registrable Securities of a Shareholder (with regard to that registration statement) shall not in and of itself result in any liability on the part of the Company to such Shareholder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Headings. The headings in this Agreement are for convenience of reference only and shall not control or effect the meaning or construction of any provisions hereof.

Section 7.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and there are no restrictions, promises, representations, warranties, covenants, conditions or undertakings with respect to the subject matter hereof, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof.

Section 7.3 Further Actions; Cooperation. Each of the Shareholders agrees to use its reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to give effect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, each of the Shareholders (i) acknowledges that such Shareholder will, if required, prepare and file with the Commission filings under the Exchange Act, including under Section 13(d) of the Exchange Act, relating to its Beneficial Ownership of the Shares and (ii) agrees to use its reasonable efforts to assist and cooperate with the other parties in promptly preparing, reviewing and executing any such filings required to be made under the Exchange Act, including any amendments thereto.

Section 7.4 Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by facsimile, nationally recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated on the signature pages of this Agreement or in writing by such party to the other parties:

If to the Company, to:

New Fortress Energy Inc.
111 W. 19th Street, 8th Floor
New York, New York 10011
Email: kesullivan@newfortressenergy.com
Attn: Kevin Sullivan

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West

New York, NY 10001
Email: michael.schwartz@skadden.com
Attn: Michael Schwartz

If to a Shareholder that is not listed above, then to the address set forth in the written agreement of such Shareholder provided for in Section 2.1 hereof.

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when received (including by overnight courier) by the parties at the above addresses or sent by email, facsimile, with confirmation received, to the email addresses or facsimile numbers specified above (or at such other address or facsimile number for a party as shall be specified by like notice). Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

Section 7.5 Applicable Law. The substantive laws of the State of New York shall govern the interpretation, validity and performance of the terms of this Agreement, without regard to conflicts of law doctrines.

Section 7.6 Severability. The provisions of this Agreement are independent of and separable from each other. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement, including any such provisions, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law. The parties hereto shall endeavor in good faith negotiations to replace any 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 provision, as applicable.

Section 7.7 Successors and Assigns. Except as otherwise provided herein, all the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and permitted assigns of the parties hereto. No Shareholder may assign any of its rights hereunder to any Person other than a Permitted Transferee. Each Permitted Transferee of any Shareholder shall be subject to all of the terms of this Agreement, and by taking and holding such shares such Person shall be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by and to comply with all of the terms and provisions of this Agreement; provided, however, no transfer of rights permitted hereunder shall be binding upon or obligate the Company unless and until (i) if required under Section 2.1 hereof, the Company shall have received written notice of such transfer and the joinder of the transferee provided for in Section 2.1 hereof, and (ii) such transferee can establish Beneficial Ownership or ownership of record of a Registrable Amount (whether individually or together with its Affiliates that are Shareholders or transferees of Shareholders and, if applicable, its other Permitted Transferees that are Shareholders or transferees of Shareholders). The Company may not assign any of its rights or obligations hereunder without the prior written consent of each of the Shareholders, and any assignment attempted or effected without obtaining such required consent shall be null and void. Notwithstanding the foregoing, no successor or assignee of the Company shall have any rights granted under this Agreement until such Person shall acknowledge its rights and obligations hereunder by a signed written statement of such Person's acceptance of such rights and obligations.

Section 7.8 Amendments. This Agreement may not be amended, modified or supplemented unless such amendment, modification or supplement is in writing and signed by each of the Shareholders and the Company.

Section 7.9 Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in a writing signed by the party against whom the waiver is to be effective, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or

breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 7.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

Section 7.11 Submission To Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND THE APPELLATE COURTS THEREOF. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS FOR NOTICES SET FORTH HEREIN. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO DISPUTES HEREUNDER.

Section 7.12 Injunctive Relief. Each party hereto acknowledges and agrees that a violation of any of the terms of this Agreement will cause the other parties irreparable injury for which an adequate remedy at law is not available. Therefore, the Shareholders agree that each party shall be entitled to, an injunction, restraining order, specific performance or other equitable relief from any court of competent jurisdiction, restraining any party from committing any violations of the provisions of this Agreement, without the need to post a bond or prove the inadequacy of monetary damages.

Section 7.13 Recapitalizations, Exchanges, Etc. Affecting the Common Shares; New Issuance. The provisions of this Agreement shall apply, to the full extent set forth herein, with respect to Company Securities and to any and all equity or debt securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets, or otherwise) which may be issued in respect of, in exchange for, or in substitution of, such Company Securities and shall be appropriately adjusted for any share dividends, splits, reverse splits, combinations, reclassifications, recapitalizations, reorganizations and the like occurring after the date hereof.

Section 7.14 Termination. Upon the mutual consent of all of the parties hereto or, with respect to each Shareholder, at such earlier time as such Shareholder and its Affiliates and Permitted Transferees ceases to Beneficially Own a Registrable Amount, the terms of this Agreement shall terminate, and be of no further force and effect; provided, however, that the following shall survive the termination of this Agreement: (i) the provisions of Section 4.2 (which shall terminate, and be of no further force and effect, with respect to each Shareholder, at such time as such Shareholder and its Affiliates and Permitted Transferees ceases to Beneficially Own a Registrable Amount), Section 4.6, Article VI, Section 7.5, Section 7.11, this Section 7.14 and Section 7.15; (ii) the rights with respect to the breach of any provision hereof by the Company and (iii) any registration rights vested or obligations accrued as of the date of termination of this Agreement to the extent, in the case of registration rights so vested, if such Shareholder ceases to meet the definition of a Shareholder under this Agreement subsequent to the vesting of such registration rights as a result of action taken by the Company.

Section 7.15 No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than the parties hereto or their respective successors and permitted assigns, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

Section 7.16 Rule 144. The Company covenants and agrees that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, if it is not required to file such reports, it will, upon the request of any holder of Registrable Securities, make publicly available other information so long as necessary to permit sales in compliance with Rule 144 under the Securities Act), and it will take such further reasonable action, to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Upon the reasonable request of any holder of Registrable Securities, the Company will deliver to such holder a written statement as to whether it has complied with such information and filing requirements.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly as of the date first above written.

NEW FORTRESS ENERGY INC.

By: /s/ Matthew Reinhard
Name: Matthew Reinhard
Title: Co-General Counsel and Chief Compliance Officer

EDENS FAMILY PARTNERS LLC

By: /s/ Wesley R. Edens
Name: Wesley R. Edens
Title: Authorized Signatory

WRE 2012 GST EXEMPT TRUST LLC

By: /s/ Wesley R. Edens
Name: Wesley R. Edens
Title: Authorized Signatory

RANDAL A. NARDONE

By: /s/ Randal A. Nardone
Name: Randal A. Nardone

INDEMNIFICATION AGREEMENT

AGREEMENT, dated as of [•], 2026 (this "Agreement"), between New Fortress Energy Inc., a Delaware corporation (the "Company"), and [•] ("Indemnitee").

WHEREAS, it is essential to the Company to retain and attract as directors and officers the most capable persons available;

WHEREAS, Indemnitee is a director and/or officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors and officers of public companies in today's environment;

WHEREAS, the Company's By-Laws, as amended from time to time ("By-Laws") requires the Company to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law and the Indemnitee has been serving and continues to serve as a director and/or officer of the Company in part in reliance on such By-Laws;

WHEREAS, uncertainties as to the availability of indemnification created by recent court decisions may increase the risk that the Company will be unable to retain and attract as directors and officers the most capable persons available;

WHEREAS, the board of directors of the Company ("Board of Directors") has determined that the inability of the Company to retain and attract as directors and officers the most capable persons would be detrimental to the interests of the Company and that the Company therefore should seek to assure such persons that indemnification and insurance coverage will be available in the future;

WHEREAS, the parties intend that any rights the Indemnitee may have from Indemnitee-Related Entities (as defined herein) shall be secondary to the primary obligation of the Company to indemnify and hold harmless the Indemnitee under this Agreement; and

WHEREAS, in recognition of Indemnitee's need for protection against personal liability, and in part to provide Indemnitee with specific contractual assurance that the protection promised by the Company's By-Laws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such By-Laws or any change in the composition of the Company's Board of Directors or acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and for the continued coverage of Indemnitee under the directors' and officers' liability insurance policy of the Company.

NOW, THEREFORE, in consideration of the premises and of Indemnitee continuing to serve the Company directly or, at its request, another enterprise, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement:

(a) Claim: means any threatened, asserted, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or other, including any arbitration or other alternative dispute resolution mechanism, or any appeal of any kind thereof, or any inquiry or investigation, whether instituted by (or in the right of) the Company or any governmental agency or any other person or entity, in which Indemnitee was, is, may be or will be involved as a party, witness or otherwise.

(b) ERISA: means the Employee Retirement Income Security Act of 1974, as amended.

(c) Expenses: include attorneys' fees and all other direct or indirect costs, expenses and obligations, including judgments, fines, penalties, interest, appeal bonds, amounts paid in settlement with the approval of the Company, and counsel fees and disbursements (including, without limitation, experts' fees, court costs, retainers, appeal bond premiums, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, prosecuting, defending, being a witness in or participating in (including on appeal), or preparing to investigate, prosecute, defend, be a witness in or participate in, any Claim relating to any Indemnifiable Event, and shall include (without limitation) all attorneys' fees and all other expenses incurred by or on behalf of an Indemnitee in connection with preparing and submitting any requests or statements for indemnification, advancement or any other right provided by this Agreement (including, without limitation, such fees or expenses incurred in connection with legal proceedings contemplated by Section 2(d) hereof).

(d) Indemnifiable Amounts: means (i) any and all liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes or amounts paid in settlement) arising out of or resulting from any Claim relating to an Indemnifiable Event, (ii) any liability pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any subsidiary of the Company, including, without limitation, any indebtedness which the Company or any subsidiary of the Company has assumed or taken subject to, and (iii) any liabilities which an Indemnitee incurs as a result of acting on behalf of the Company (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties

assessed by the Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise).

(e) Indemnifiable Event: means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was a director and/or officer or fiduciary of the Company, or is or was serving at the request of the Company as a director, officer, employee, manager, member, partner, tax matter partner, trustee, agent, fiduciary or similar capacity, of another company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise, or by reason of anything done or not done by Indemnitee in any such capacity (in all cases whether or not Indemnitee is acting or serving in any such capacity or has such status at the time any Indemnifiable Amount is incurred for which indemnification, advancement or any other right can be provided by this Agreement). The term "Company," where the context requires when used in this Agreement, may be construed to include such other company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise.

(f) Indemnitee-Related Entities: means any company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (other than the Company or any other company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise Indemnitee has agreed, on behalf of the Company or at the Company's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described in this Agreement) from whom an Indemnitee may be entitled to indemnification or advancement of Expenses with respect to which, in whole or in part, the Company may also have an indemnification or advancement obligation.

(g) Jointly Indemnifiable Claim: means any Claim for which the Indemnitee may be entitled to indemnification from both an Indemnitee-Related Entity and the Company pursuant to applicable law, any indemnification agreement or the certificate of incorporation, by-laws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Company and an Indemnitee-Related Entity.

(h) Reviewing Party: means any appropriate person or body consisting of a member or members of the Board of Directors or any other person or body appointed by the Board of Directors who is not a party to the particular Claim for which Indemnitee is seeking indemnification.

(i) Voting Securities: means any securities of the Company which vote generally in the election of directors.

2. Basic Indemnification Arrangement; Advancement of Expenses.

(a) In the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify Indemnitee, or cause Indemnitee to be indemnified, to the fullest extent permitted by law as soon as practicable but in any event no later than thirty (30) days after written demand is presented to the Company, and hold Indemnitee harmless against any and all Indemnifiable Amounts.

(b) If so requested by Indemnitee, the Company shall advance, or cause to be advanced (within two business days of such request), any and all Expenses incurred by Indemnitee (an "Expense Advance"). The Company shall, in accordance with such request (but without duplication), either (i) pay, or cause to be paid, such Expenses on behalf of Indemnitee, or (ii) reimburse, or cause the reimbursement of, Indemnitee for such Expenses. Subject to Section 2(d), Indemnitee's right to an Expense Advance is absolute and shall not be subject to any prior determination by the Reviewing Party that the Indemnitee has satisfied any applicable standard of conduct for indemnification.

(c) Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification or advancement of Expenses pursuant to this Agreement in connection with any Claim initiated by Indemnitee unless (i) the Company has joined in or the Board of Directors has authorized or consented to the initiation of such Claim or (ii) the Claim is one to enforce Indemnitee's rights under this Agreement.

(d) Notwithstanding the foregoing, (i) the indemnification obligations of the Company under Section 2(a) shall be subject to the condition that the Reviewing Party shall not have determined that Indemnitee would not be permitted to be indemnified under applicable law, and (ii) the obligation of the Company to make an Expense Advance pursuant to Section 2(b) shall be subject to the condition that, if, when and to the extent that the Reviewing Party determines that Indemnitee would not be permitted to be so indemnified under applicable law, the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid (it being understood and agreed that the foregoing agreement by Indemnitee shall be deemed to satisfy any requirement that Indemnitee provide the Company with an undertaking to repay any Expense Advance if it is ultimately determined that the Indemnitee is not entitled to indemnification under applicable law); provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's undertaking to repay such Expense Advances shall be unsecured and interest-free. The Reviewing Party shall be selected by the Board of Directors. If there has been no determination by the Reviewing Party within thirty (30) days after written

demand is presented to the Company or if the Reviewing Party determines that Indemnitee would not be permitted to be indemnified in whole or in part under applicable law, Indemnitee shall have the right to commence litigation in any court in the State of New York or the State of Delaware having subject matter jurisdiction thereof and in which venue is proper seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party otherwise shall be conclusive and binding on the Company and Indemnitee.

3. Indemnification for Additional Expenses. The Company shall indemnify, or cause the indemnification of, Indemnitee against any and all Expenses and, if requested by Indemnitee, shall advance such Expenses to Indemnitee subject to and in accordance with Section 2(b), which are incurred by Indemnitee in connection with any action brought by Indemnitee for (i) indemnification or an Expense Advance by the Company under this Agreement or any provision of the Company's By-Laws now or hereafter in effect and/or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, Expense Advance or insurance recovery, as the case may be; provided that Indemnitee shall be required to reimburse such Expenses in the event that a final judicial determination is made (as to which all rights of appeal therefrom have been exhausted or lapsed) that such action brought by Indemnitee, or the defense by Indemnitee of an action brought by the Company or any other person, as applicable, was frivolous or in bad faith.

4. Partial Indemnity, Etc. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses or other Indemnifiable Amounts in respect of a Claim but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

5. Burden of Proof, Etc. In connection with any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder the Reviewing Party, court, any finder of fact or other relevant person shall presume that the Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Company (or any other person or entity disputing such conclusions) to establish, by clear and convincing evidence, that Indemnitee is not so entitled.

6. Reliance as Safe Harbor. For purposes of this Agreement, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to

the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company in the course of their duties, or by committees of the Board of Directors, or by any other person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

7. No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief.

8. Nonexclusivity, Etc. The rights of the Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the Company's By-Laws or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Company's By-Laws or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. To the extent that there is a conflict or inconsistency between the terms of this Agreement or the Company's By-Laws, it is the intent of the parties hereto that the Indemnitee shall enjoy the greater benefits regardless of whether contained herein or in the Company's By-Laws. No amendment or alteration of the Company's By-Laws or any other agreement shall adversely affect the rights provided to Indemnitee under this Agreement.

9. Liability Insurance. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, the Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for the Company's directors and officers. If the Company has such insurance in effect at the time the Company receives from Indemnitee any notice of the commencement of an action, suit or proceeding, the Company shall give prompt notice of the commencement of such

action, suit or proceeding to the insurers in accordance with the procedures set forth in the policy. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policy.

10. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

11. Amendments, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

12. Subrogation. Subject to Section 13 hereof, in the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers reasonably required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights. The Company shall pay or reimburse all Expenses actually and reasonably incurred by Indemnitee in connection with such subrogation.

13. Jointly Indemnifiable Claims. Given that certain Jointly Indemnifiable Claims may arise due to the relationship between the Indemnitee-Related Entities and the Company and the service of the Indemnitee as a director and/or officer of the Company at the request of the Indemnitee-Related Entities, the Company acknowledges and agrees that the Company shall be fully and primarily responsible for the payment to the Indemnitee in respect of indemnification and advancement of expenses in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement, irrespective of any right of recovery the Indemnitee may have from the Indemnitee-Related Entities. Under no circumstance shall the Company be entitled to any right of subrogation or contribution by the Indemnitee-Related Entities and no right of recovery the Indemnitee may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of the Indemnitee or the obligations of the Company hereunder. In the event that any of the Indemnitee-Related Entities shall make any payment to the Indemnitee in respect of indemnification or advancement of Expenses with respect to any Jointly Indemnifiable Claim, the Company agrees that such payment or advancement shall not extinguish or affect in any way the rights of the Indemnitee under this Agreement and further agrees that the Indemnitee-Related Entity making such payment shall be subrogated to the extent

of such payment to all of the rights of recovery of the Indemnitee against the Company. Each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Section 13, entitled to enforce this Section 13 against the Company as though each such Indemnitee-Related Entity were a party to this Agreement.

14. No Duplication of Payments. Subject to Section 13 hereof, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, or any provision of the Company's By-Laws or otherwise) of the amounts otherwise indemnifiable hereunder.

15. Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee; provided that if Indemnitee believes, after consultation with counsel selected by Indemnitee, that (i) the use of counsel chosen by the Company to represent Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include both the Company, or any subsidiary of the Company, and Indemnitee and Indemnitee concludes that there may be one or more legal defenses available to him or her that are different from or in addition to those available to the Company or any subsidiary of the Company, or (iii) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Claim) at the Company's expense. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Company's prior written consent. The Company shall not, without the prior written consent of the Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event which the Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Company nor Indemnitee shall unreasonably withhold, condition or delay its or his or her consent to any proposed settlement; provided that Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of Indemnitee. In no event shall Indemnitee be required to waive, prejudice or limit attorney-client privilege or work-product protection or other applicable privilege or protection.

16. No Adverse Settlement. The Company shall not seek, nor shall it agree to, consent to, support, or agree not to contest any settlement or other resolution of any Claim(s), or settlement or other resolution of any other claim, action, proceeding, demand, investigation or other matter that has the actual or purported effect of extinguishing, limiting or impairing Indemnitee's rights hereunder, including without limitation the entry of any bar order or other order, decree or

stipulation, pursuant to 15 U.S.C. § 78u-4 (the Private Securities Litigation Reform Act), or any similar foreign, federal or state statute, regulation, rule or law.

17. Binding Effect, Etc. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, (including any direct or indirect successor or continuing company by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee and his or her counsel, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as an officer and/or director of the Company or of any other entity or enterprise at the Company's request.

18. Security. To the extent requested by Indemnitee and approved by the Board of Directors, the Company may at any time and from time to time provide security to Indemnitee for the obligations of the Company hereunder through an irrevocable bank line of credit, funded trust or other collateral or by other means. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of such Indemnitee.

19. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to the terms of this Agreement.

20. Specific Performance, Etc. The parties recognize that if any provision of this Agreement is violated by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnitee shall be entitled, if Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnitee may elect to pursue.

21. Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written document delivered in person or sent by nationally recognized overnight courier or personal delivery, addressed to such party at the

address set forth below or such other address as may hereafter be designated on the signature pages of this Agreement or in writing by such party to the other parties:

(a) If to the Company, to:

New Fortress Energy Inc.
111 W. 19th Street, 8th Floor
New York, New York 10011
Attention: Kevin Sullivan, Esq.
Email: legal@fortress.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Form LLP
One Manhattan West
New York, NY 10001
Attn: Michael J. Schwartz
Email: Michael.schwartz@skadden.com

(b) If to the Indemnitee, to the address set forth on the signature page hereto.

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when received (including by overnight courier) by the parties at the above addresses or sent by electronic transmission. Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

23. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

24. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

New Fortress Energy Inc.

By:_____
Name: Matthew Reinhard
Title: Co-General Counsel and Chief Compliance Officer

Indemnitee

By:_____
Name: [•]
Address: [•]

[*Signature Page to Indemnification Agreement*]

111 W 19th Street, 8th Floor
New York, NY 10011

New Fortress Energy Inc. Successfully Completes Restructuring and Recapitalization Transaction & Capital Raise Participation

New Fortress Energy Inc. (NASDAQ: NFE) (together with its direct and indirect subsidiaries, "**NFE**" or the "**Company**") is pleased to announce that it has successfully completed its restructuring and recapitalization transaction in relation to the consensual UK Restructuring Plan (the "**UK RP**") between its subsidiaries and certain of their creditors (the "**Plan Creditors**"). The UK RP was approved on June 18, 2026 and recognition of the UK RP was confirmed by the United States Bankruptcy Court for the Southern District of New York on June 26, 2026. The Company has now completed all steps, satisfied all conditions and obtained all necessary approvals in relation to the implementation of the UK RP and the Restructuring Effective Date occurred today.

As a result of the completion of the transaction, the Company's Brazilian business and operations have been separated to establish two distinct, standalone enterprises, BrazilCo and "New NFE". The transaction provided for the extinguishment of ~$5.7 billion of third party debt with Plan Creditors receiving: (i) all of the equity of BrazilCo, (ii) preferred equity of "New NFE" with $2.45 billion of liquidation preference, (iii) 65% of the common equity of "New NFE" and (iv) ~$571.3 million of "New NFE" Term Loans. Plan Creditors with claims against FLNG 2 also received preferred equity relating to, and Term Loans with limited recourse to, the FLNG 2 assets.

"New NFE" also raised $136.5 million of new financing that was funded on the Restructuring Effective Date. Certain Plan Creditors have the opportunity to participate in the new financing and should refer to the Company's Current Report on Form 8-K filed today with the U.S. Securities and Exchange Commission for more details and contact Houlihan Lokey at NFEfinancing@hl.com no later than 5:00 pm EDT on September 17, 2026 if they would like to participate.

Having successfully streamlined and significantly deleveraged, "New NFE" is expected to be strategically positioned for sustainable growth.

"This restructuring marks a new beginning for our company," said Wes Edens, CEO of New Fortress Energy.

"The UK RP restructuring results in the "New NFE" being a much simpler, more streamlined company. The Company owns a portfolio of critical LNG and power assets. Specifically, we own a substantial and growing portfolio of LNG, terminal operations and logistics in Mexico and Puerto Rico and a 735mw power and turbine portfolio. These assets and operations produce significant cash flow today and when fully deployed in the coming months provide the opportunity for significant growth. As a result of this transaction our balance sheet has changed dramatically - overall corporate debt has been reduced from approximately $5.7 billion to approximately $700mm today. The closing today is a huge step forward for the Company and we are excited to bring a renewed focus on our mission of bringing cleaner and cheaper power to countries around the world."

NFE is advised by Skadden, Arps, Slate, Meagher & Flom LLP and its affiliates as legal advisors, Houlihan Lokey Capital, Inc. and Alvarez & Marsal as financial advisors.

NFE Global Holdings Limited
Suite 1, 7th Floor
50 Broadway

London, SW1H 0BL
United Kingdom

NFE Brazil Newco Limited
Suite 1, 7th Floor
50 Broadway
London, SW1H 0DB
United Kingdom

About New Fortress Energy Inc.

New Fortress Energy Inc. (NASDAQ: NFE) is a global energy infrastructure company founded to address energy poverty and accelerate the world's transition to reliable, affordable, and clean energy. The Company owns and operates natural gas and liquefied natural gas (LNG) infrastructure and an integrated fleet of ships and logistics assets to rapidly deliver turnkey energy solutions to global markets. Collectively, the Company's assets and operations reinforce global energy security, enable economic growth, enhance environmental stewardship and transform local industries and communities around the world.

Cautionary Statement Regarding Forward-Looking Statements

This press release includes "forward-looking statements," within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act of 1934, as amended, including, in particular, any statements about our plans, strategies, objectives, initiatives, roadmap and prospects. We generally use the words "may," "will," "could," "expect," "anticipate," "believe," "estimate," "plan," "intend," "aim" and similar expressions in this press release to identify forward-looking statements. We have based these forward-looking statements on our current views with respect to future events and financial performance. Actual results could differ materially from those projected in the forward-looking statements. These forward-looking statements, include, but are not limited to, statements related to the transaction described above, including the Company's expectations regarding the effect and benefits of the transaction. The Company's actual results may differ materially from those anticipated in these forward-looking statements as a result of certain risks and other factors, including risks related to the success of the Company's transaction and risks related to strengthening the Company's balance sheet and liquidity and improving working capital. Additional risks that could cause future results to differ from those expressed by any forward-looking statement are described in the Company's reports filed with the SEC, including in the section entitled "Risk Factors" in Part I, Item 1A of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 and the section entitled "Risk Factors" in Part II, Item 1A of the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026. You should not put undue reliance on any forward-looking statements. You should understand that many important factors, including those identified herein, could cause our results to differ materially from those expressed or suggested in any forward-looking statement. Except as required by law, we do not undertake any obligation to update or revise these forward-looking statements to reflect new information or events or circumstances that occur after the date of the filing of this press release or to reflect the occurrence of unanticipated events or otherwise.

# # #

Investors
ir@newfortressenergy.com

Media
press@newfortressenergy.com

Source: New Fortress Energy Inc.

September 11, 2026

Financing Case Cleansing Materials

NewFortress energy



Disclaimer

Confidentiality

This confidential presentation (together with the information set forth herein and any oral statements made in connection herewith, the "Presentation") is being delivered to you by New Fortress Energy Inc. and certain of its subsidiaries (collectively, the "Company") in connection with the evaluation of a potential financing transaction involving the Company. This Presentation constitutes "Confidential Information", as such term is defined in the nondisclosure agreement between the recipient and the Company, and shall be used and maintained strictly in accordance with the terms of such nondisclosure agreement. This Presentation is provided for informational purposes only and does not constitute an offer, or a solicitation of an offer, to buy or sell any securities, investment, or other product. This Presentation does not create any obligation of any party to enter into any further agreement or arrangement. Unless and until a definitive agreement has been fully executed and delivered, no contract or agreement providing for a potential transaction will exist and none of the Company nor any other party will be under any legal obligation with respect to a potential transaction.

Information

This Presentation does not purport to contain all of the information that may be required to evaluate a possible decision to participate in the financing transaction with respect to the Company; is not intended to address the specific investment objectives, financial situations, or financial needs of any particular person; and is not intended to form the basis of any such decision by the recipient or its clients. This Presentation does not constitute investment, tax, or legal advice. No representation or warranty, express or implied, as to the accuracy or completeness of the information in this Presentation or any other written, oral, or other communications transmitted or otherwise made available to any party in the course of its evaluation of a potential transaction. No responsibility or liability whatsoever is accepted for the accuracy or sufficiency thereof or for any errors, omissions, or misstatements, negligent or otherwise, relating thereto or for possible loss of profit arising from the use of this Presentation, its contents, its omissions, reliance on the information contained within it, or on opinions communicated in relation thereto or otherwise arising in connection therewith. The information contained in this Presentation is provided as of the date hereof and is subject to updating, completion, revision, amendment, verification, correction, and other changes, which could be material. The Company disclaims any duty to update the information contained in this Presentation.

Forward-looking Statements

This Presentation contains certain statements and information that may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this Presentation other than statements of historical information are forward-looking statements that involve known and unknown risks and relate to future events, the Company's future financial performance, or the Company's projected business results. You can identify these forward-looking statements by the use of forward-looking words such as "expects," "may," "will," "can," "could," "should," "predicts," "intends," "plans," "estimates," "anticipates," "believes," "schedules," "progress," "targets," "budgets," "outlook," "trends," "forecasts," "projects," "guidance," "focus," "on track," "goals," "objectives," "strategies," "opportunities," "poised," or the negative version of those words or other comparable words. These forward-looking statements are based upon current information and involve a number of risks, uncertainties, and other factors, many of which are outside of the Company's control. Actual results or events may differ materially from the results anticipated in these forward-looking statements. Specific factors that could cause actual results to differ from those in the forward-looking statements include, but are not limited to, those factors that are described in "Forward-Looking Statements" in the Company's most recent earnings release or SEC filings and the other important factors that are described in "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2025, as updated in the Company's Quarterly Reports on Form 10-Q, all of which should be carefully reviewed and considered. These factors are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of the Company's forward-looking statements. Other known or unpredictable factors could also have material adverse effects on future results. Any forward-looking statement only speaks as of the date on which it is made, and the Company undertakes no duty to update or revise any forward-looking statements, even though the Company's situation may change in the future or the Company may become aware of new or updated information relating to such forward-looking statements.

Executive Summary

- The company delivered a forecast in March (the "**Cleansing Case**") in connection with signing the RSA
- Given that the RSA required CoreCo to maintain liquidity of $100M, CoreCo developed a stressed scenario of the Cleansing Case (the "**Financing Case**") to account for possible contingencies
- The Financing Case suggests **~$165M** of new capital is required to maintain $100M of liquidity through the forecast period[1], comprised of:
  - $35M of pari passu debt,
  - $100M of junior capital,
  - $50M junior capital accordion (uncommitted and undrawn at close)
- Importantly, CoreCo believes that it can work to reduce or eliminate the need to draw on the accordion through utilizing the intermediation facility beyond its currently committed amount
- As a result of this analysis, the company elected to raise $135M in new financing through the issuance of $35M of incremental first-out TL and a $100M second out TL funded at close



(1) RSA CP requires that $100M minimum liquidity test is applied as of the end of each monthly period projected by the business plan

Key Assumption Differences Between Cleansing and Financing Case

	Cleansing Case	Financing Case
Puerto Rico	▪ ~45 TBtu of 2026 consumption	▪ Lower 2026 consumption due to extended maintenance on SJ Unit 6
FLNG	▪ $2.90 adder	▪ $3.50 adder to allow for unplanned downtime
Third-Party Gas Supply Contract	▪ January 2027 start	▪ July 2027 start
Nicaragua COD Timing / Capex	▪ January 2027 COD ▪ $109M remaining capex[1]	▪ July 2027 COD ▪ $142M remaining capex[1], including contingency
300MW Mobile Gen Turbines	▪ October 2026 start	▪ April 2027 start
Other	▪ Brazil Intercompany Note outstanding at close ▪ VAT refund receipts received in 2026 ▪ UK RP Close: end of 2Q26	▪ Brazil Intercompany Note settled at close ▪ ~$37M increase in VAT refund estimates received by April 2027 ▪ UK RP Close: middle of 3Q26 ▪ ~$50M increase to CoreCo allocation of estimate for total professional fees due to delay in closing

(1) Beginning May 2026

Financials Comparison[1]

($ in millions)

	FY27 (Cleansing Case)		FY27 (Financing Case)	
	TBtu	$M	TBtu	$M
Islandwide (Today)	*50*	*$145*	*45*	*$95*
Genera	*-*	*$20*	*-*	*$22*
Puerto Rico	50	$165	45	$118
(+) Mexico	13	$65	13	$84
(+) Market Volumes	16	$30	27	$168[2]
(+) Ops/Boiloff	5	-	4	-
(+) SG&A	-	($100)	-	($120)
"New NFE" AEBITDA	84	$160	89	$250
(+) Puerto Rico Conversions	20	$90	-	-
(+) Nicaragua	23	$85	11	$41
(+) Turbines	-	$75	-	$8
"New NFE" Total AEBITDA	126	$410	100	$299

(1) Excludes remaining novation proceeds and net ship margin
(2) Pricing assumptions are based on market data as of August 2026

Unlevered Free Cash Flow | 2026E-2027E

($ in millions)

Set forth below is a comparison of UFCF from the Cleansing Case and Financing Case

	Cleansing Case					Financing Case				
	1Q26	2Q26	3Q26	4Q26	FY27	1Q26[3]	2Q26[4]	3Q26	4Q26	FY27
AEBITDA[1]	($39)	$21	$58	$66	$451	($57)	$8	$80	$71	$326
(+) FEMA Claim	53	87	-	-	-	53	87	-	-	-
(-) Unfinanced Capex	(30)	(48)	(61)	(57)	(37)	(22)	(48)	(63)	(94)	(90)
(+) Sales/Financings[2]	94	30	165	-	-	-	57	147	30	-
(-) Cash Tax & VAT	(6)	(0)	(4)	(4)	(54)	(4)	(9)	(14)	10	(23)
(-) Vessel P&I	(16)	(16)	-	-	-	(28)	(28)	(7)	-	-
(+/-) Working Capital/Operating Items	(30)	67	12	8	(73)	62	0	147	(59)	(1)
(-) Other Items	(121)	(151)	(48)	(69)	(247)	(106)	(118)	(148)	(48)	(268)
Unlevered Free Cash Flow	**($96)**	**($11)**	**$122**	**($56)**	**$41**	**($102)**	**($51)**	**$142**	**($90)**	**($55)**

Note: Reflects Financing Case forecast; Cleansing Case forecast 3/17
(1) Includes remaining novation proceeds and net ship margin
(2) Includes impact of intermediation facility working capital cash flows and net settlement of Brazil intercompany note
(3) Reflects 1Q26 actuals
(4) Reflects 2Q26 actuals

Financing Case Volumes

(TBtu)

Financing Case volumes for Puerto Rico, Mexico, and Cargo Sales

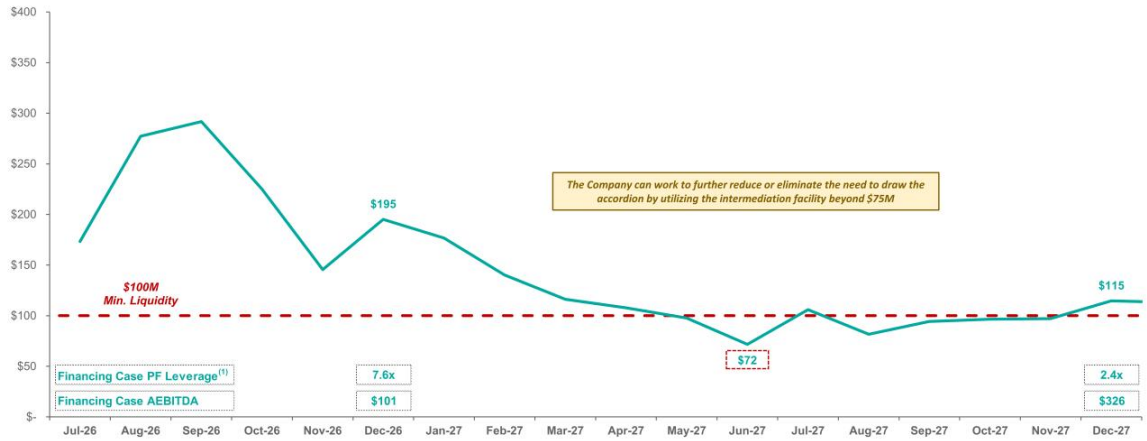
	Financing Case				
	1Q26[1]	2Q26[2]	3Q26	4Q26[3]	1H27
Puerto Rico	5	5	9	12	22
Mexico	1	3	3	3	6
Cargo Sales	4	2	4	3	8
Volumes	**10**	**10**	**16**	**18**	**36**

Note: Reflects Financing Case forecast; Cleansing Case forecast 3/17
(1) Reflects 1Q26 actuals
(2) Reflects 2Q26 actuals; BrazilCo has required more LNG volumes than previously contemplated through June 30, 2026
(3) Any reduction in FLNG1 production volumes will reduce open cargo sale volumes

CoreCo Liquidity and Leverage Forecast

($ in millions)

To maintain $100M of liquidity in the Financing Case, CoreCo requires ~$165M in new capital, $135M of which will be funded at close



Note: Reflects Financing Case forecast
(1) Represents gross debt at UK RP close (inclusive of $35M pari and $100M junior new capital) / forecasted AEBITDA

Pro Forma Capital Structure

($ in millions)

	Pre-Txn	Transaction Adjustment	Post-Txn
	Amount		Amount
New CoreCo Term Loans[1]	–	**$36**	**$36**
New CoreCo Term Loans	–	**571**	**571**
Junior CoreCo Term Loans[2]	–	**103**	**103**
R-1 RCF	100	(100)	–
R-2 RCF	560	(560)	–
Term Loan A	295	(295)	–
Term Loan B	1,266	(1,266)	–
6.500% 2026 Senior Secured Notes	511	(511)	–
8.750% 2029 Senior Secured Notes	237	(237)	–
Other Debt[3][4][5]	2,770	(2,713)	58
Total CoreCo Debt	**$5,739**	**($4,971)**	**$768**
New CoreCo Preferred Equity	–	**2,455**	**2,455**
Total CoreCo Debt and Preferred Equity	**$5,739**	**($2,516)**	**$3,223**

Could be increased by $50M junior accordion

Sources[6]	
Cash on the Balance Sheet[7]	$138
New Capital	135
Brazil InterCo Note Settlement	74
Total Sources	$346

Uses[6]	
Net Deal Costs[8]	$69
Cash to Balance Sheet	277
Total Uses	$346

(1) *Includes 4% OID*
(2) *Includes 3% commitment fee*
(3) *Pre-txn balance includes Series I and II intercompany loans, Zero Parks loan, and intermediation facility; post-txn balance includes Zero Parks loan and intermediation facility*
(4) *Company settled with one counterparty via cash payment of up to $7.5M*
(5) *Amount includes settlement with counterparty for $23M of debt due in 2029 at a 7% rate (with optional PIK toggle for first 18 months)*
(6) *Sources and Uses reflects Financing Case forecast*
(7) *Estimated pre-closing cash balance*
(8) *CoreCo portion of outstanding transaction fees and professional fees, net of BrazilCo reimbursement. Includes other deal costs and closing items*

AEBITDA Comparison | 2026E-2027E

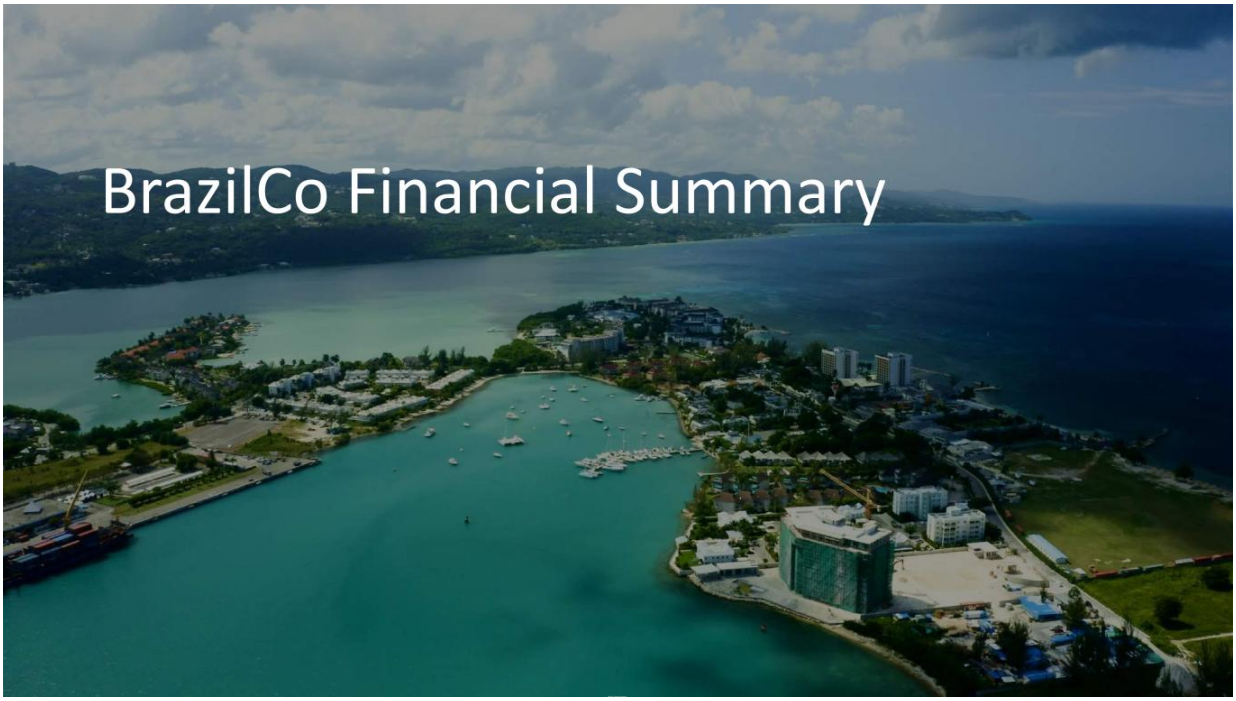
($ in millions)

Financing Case considers risks to existing forecast to determine the amount of new capital required to maintain $100M in liquidity throughout the forecast period

	Cleansing Case		Financing Case	
	2026	2027	2026	2027
Gas Revenue	$684	$1,022	$698	$954
Power Revenue	97	320	223	237
Capacity Revenue	70	134	68	100
Other	222	267	179	192
Total Revenue	**$1,074**	**$1,743**	**$1,169**	**$1,482**
Terminal Op. Margin	**$201**	**$405**	**$168**	**$243**
Market Sales[1]	12	32	95	168
Novation (Prior Cargo Sales)	68	42	67	42
Ship Op. Margin and Other	(34)	73	(54)	(7)
SG&A	(140)	(100)	(174)	(120)
AEBITDA	**$106**	**$451**	**$101**	**$326**

Decline in 2027 AEBITDA primarily driven by delay for third-party gas supply counterparties

Note: Reflects Financing Case forecast; Cleansing Case forecast 3/17
(1) Reflects full margin


BrazilCo Financial Summary

BrazilCo Financial Forecast

($ in USD millions)

Illustrated below are key financial metrics for BrazilCo's Financial Forecast

Revenue[1]



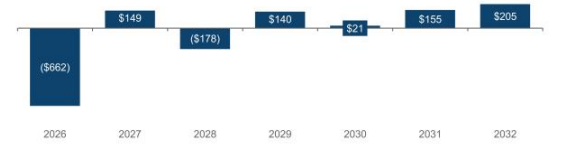
■ Contracted Revenue + 10% PortoCem Dispatch ■ PortoCem Incremental Dispatch to 20%
■ PortoCem Incremental Dispatch to 30%

Cash EBITDA[2]



■ Contracted EBITDA + 10% PortoCem Dispatch ■ PortoCem Incremental Dispatch to 20%
■ PortoCem Incremental Dispatch to 30%

Levered Free Cash Flow[2,3]



As disclosed in the latest 10-Q, Celba and Alunorte remain in ongoing discussions concerning the continued supply of gas to Alunorte's facility. Depending on the outcome of those discussions, this forecast may change materially.

(1) Assumes 35% revenue share of Petrobras's Contract - 10 years term starting Sep'27; Assumes Ambar lease starts in Sep'26; Assumes full month of Celba 2 COD starting August 2026 and COD start dates for PortoCem turbines in October 2026 (one turbine), November 2026 (two turbines) and December 2026 (one turbine); Assumes no dispatch at Celba 3 or Lins; Subject to ongoing discussions, shifting to flexible dispatch at Celba 2 could potentially result in $30-60M of incremental EBITDA starting in 2027

(2) Assumes terminal LNG supply at TTF - $0.10 / MMBtu from H2'26 through Q4'27 and, thereafter, a 50 Tbtu contract for 35 Tbtu @ 115HH + $3.71 ($0.96 inflated to U.S. CPI) & 15 Tbtu @ 92% JKM + $0.25 and any additional spot cargo @ TTF - $0.10. BrazilCo is working to align contractual supply obligations with expectations for near-term gas supply

(3) Assumes 10% PortoCem dispatch and no dispatch at Celba 3 or Lins; Excludes professional fees, RCF-2 / TLA cash out, TSA costs, debt issuances and refinancings; 2026E ending cash balance of $66mm (including $20mm of restricted cash) after adjustment for net settlement of intercompany note and assuming $250mm of incremental liquidity relief via new capital and other liquidity-enhancing opportunities

BrazilCo Capital Structure

($ in USD millions)

	Pre-Txn	Transaction Adjustment	Post-Txn
New BrazilCo Secured Notes[1]	–	**$885**	**$885**
New BrazilCo Bridge Notes	–	**200**	**200**
Brazil Financing Notes (Lumina)	421	(421)	–
BNDES Term Loan (Celba)	419	–	419
PortoCem Debentures	978	–	978
12.000% 2029 Senior Secured Notes	2,730	(2,730)	–
Total BrazilCo Debt	**$4,548**	**($2,066)**	**$2,482**

(1) *Does not include 10% commitment fee; expectation is that no less than $300M of additional New BrazilCo Secured Notes will be issued before year-end 2026, subject to required consents, with proceeds to refinance the New BrazilCo Bridge Notes. Terms of the incremental BrazilCo Secured Notes will be substantially the same as the existing Notes, including ability to facilitate a future conversion, exchange or replacement of such Notes into equity or equity-linked debt securities, subject to the consent of two-thirds Noteholders, the BrazilCo Board and the Notes' Issuer*


New Money Terms

New Money Term Sheet

	Pari CoreCo Term Loans	CoreCo Junior Term Loans
Facility Amount	• $35mm	• $100mm Junior Debt, plus $50mm uncommitted accordion
Borrower	• New Fortress Energy Inc.	
Guarantors	• Guarantors to include substantially all CoreCo assets excluding FLNG2 and other Excluded Assets	• All Guarantors under the first lien facility credit agreement between Borrower and Wilmington Trust, National Association as administrative agent for the Lenders under such facility ("Takeback Debt Facility")
Security	• Liens on all assets securing the Takeback Debt Facility on a pari basis	• Liens on all assets securing the Takeback Debt Facility on a junior basis
Participation	• Open to all New CoreCo Term Loans holders ratably • Based on lenders' economic ownership as of 7/24	• Open to all CoreCo Preferred Equity holders ratably • To be backstopped by certain RCF, TLB and New 29s AHG members • Funding of accordion to be offered first to holders of this Facility pro rata
Maturity	• 5 years from the Restructuring Effective Date	
Interest Rate	• Cash: S+612.5 (1% SOFR floor) • PIK: S+762.5, until the last day of the first full fiscal quarter ending after the 18-month of the facility closing date, the Borrower shall be allowed to elect to pay PIK interest	• Cash: S+812.5 (2% SOFR floor) • PIK: S+1012.5, until the last day of the first full fiscal quarter ending after the 18-month of the facility closing date, the Borrower shall be allowed to elect to PIK interest
Fees	• 4.0% Commitment Fee / OID (Grossed Up)	• 3.0% Backstop Fee, paid in kind
Call Protection	• 2.0% if prepaid prior to 1 year after closing date	• NC 2 / 103 / 101.5 • Mandatory prepayments using proceeds from asset sales will be at 103 on day one
Financial Covenants	• In line with New CoreCo Term Loans	• Usual and customary and reasonably consistent with the covenants in the New CoreCo Term Loan facility