



**Registration of a Charge**

Company Name: **NFE GLOBAL HOLDINGS LIMITED**

Company Number: **13679588**



XCIC51TE

Received for filing in Electronic Format on the: **14/12/2023**

**Details of Charge**

Date of creation: **13/12/2023**

Charge code: **1367 9588 0014**

Persons entitled: **MORGAN STANLEY SENIOR FUNDING, INC.**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **VINSON & ELKINS RLLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13679588

Charge code: 1367 9588 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2023 and created by NFE GLOBAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2023 .

Given at Companies House, Cardiff on 19th December 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**SUPPLEMENT NO. 1**

A. SUPPLEMENT NO. 1 dated as of December 13, 2023 (this “Supplement”), to the Pledge and Security Agreement dated as of October 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among New Fortress Energy Inc., a Delaware corporation (the “Borrower”), the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto (the foregoing, collectively, the “Grantors”) and Morgan Stanley Senior Funding, Inc. (“Morgan Stanley”), in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

B. Reference is made to that certain Credit Agreement, dated as of October 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the guarantors from time to time parties thereto, the several lenders from time to time party thereto and Morgan Stanley, as administrative agent and Collateral Agent.

C. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

D. Section 7.10 of the Security Agreement and Section 5.10 of the Credit Agreement provide that additional parties may become Subsidiary Parties or Additional Parties under the Security Agreement by executing and delivering an instrument in the form of this Supplement. Each of the undersigned (each a “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Security Agreement to secure the Obligations, including its obligations under the Guarantees.

Accordingly, the Collateral Agent and each New Grantor agree as follows:

SECTION 1. In accordance with Section 7.10 of the Security Agreement, each New Grantor by its signature below becomes a Subsidiary Party and a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor, and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Subsidiary Party and Grantor thereunder and (b) makes the representations and warranties applicable to it as a Grantor under the Security Agreement on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, their successors and permitted assigns, a security interest in and Lien on all of such New Grantor’s right, title and interest in and to the Collateral (as defined in the Security Agreement) of such New Grantor. Each reference to a “Grantor” and “Subsidiary Party” in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference. Each New Grantor hereby authorizes the Secured Party to file all financing statements and amendments thereto with respect to the Collateral naming the New Grantor as debtor and the Secured Party as secured party, in form appropriate for filing under the UCC of the relevant jurisdiction. Without limiting the generality of the foregoing, any financing statement filed by each New Grantor may be filed in any filing office in any applicable UCC jurisdiction and may (i) indicate the Collateral (A) as all assets of the applicable New Grantor now existing or hereafter acquired or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (B) by any other description which reasonably approximates the description contained in the Security Agreement and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment.

***Execution Version***

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement 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 Legal Reservations.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each New Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or by email as a “.pdf” or “.tif” attachment shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Attached hereto as Annex I is a duly prepared, completed and executed perfection certificate with respect to each New Grantor, and each New Grantor hereby represents and warrants that the information set forth therein is correct and complete in all material respects as of the date hereof.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. Section 7.15 of the Security Agreement is hereby incorporated herein by reference, *mutatis mutandis*.

SECTION 7. THIS SUPPLEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

**SECTION 8. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUPPLEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SUPPLEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.**

SECTION 9. In case any one or more of the provisions contained in this Supplement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other

***Execution Version***

jurisdiction). Each of the Borrower and the Collateral Agent shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10. All communications and notices hereunder shall be in writing and given as provided in Section 8.01 of the Security Agreement.

SECTION 11. Each New Grantor agrees to reimburse the Collateral Agent for its expenses in connection with this Supplement, including the fees, other charges and disbursements of counsel in accordance with Section 9.5 of the Credit Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

ATLANTIC DISTRIBUTION HOLDINGS SRL  
ATLANTIC POWER HOLDINGS SRL  
ATLANTIC ENERGY INFRASTRUCTURE HOLDINGS SRL  
ATLANTIC PIPELINE HOLDINGS SRL  
ATLANTIC TERMINAL INFRASTRUCTURE HOLDINGS SRL

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Manager

ATLANTIC POWER HOLDINGS LIMITED  
NFE BERMUDA HOLDINGS LIMITED  
NFE INTERNATIONAL HOLDINGS LIMITED  
NFE NORTH HOLDINGS LIMITED  
NFE SOUTH HOLDINGS LIMITED

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Director

NFE SHANNON HOLDINGS LIMITED

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Director

NFE NORTH DISTRIBUTION LIMITED  
NFE NORTH HOLDINGS LIMITED  
NFE NORTH TRANSPORT LIMITED  
NFE SOUTH HOLDINGS LIMITED  
NFE SOUTH POWER TRADING LIMITED

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Director

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: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Legal Representative

NFENERGÍA LLC  
SOLUCIONES DE ENERGIA LIMPIA PR LLC  
NFE POWER PR LLC  
ENCANTO EAST LLC  
ENCANTO WEST LLC  
ENCANTO POWER WEST LLC

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Authorized Signatory

NFE MEXICO HOLDINGS S. À R.L.  
NFE MEXICO HOLDINGS PARENT S. À R.L.

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Authorized Signatory

NFE NICARAGUA DEVELOPMENT PARTNERS LLC,  
SUCURSAL NICARAGUA

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Chief Financial Officer

NFE GLOBAL HOLDINGS LIMITED  
NFE INTERNATIONAL HOLDINGS LIMITED  
NFE MEXICO POWER HOLDINGS LIMITED  
NFE MEXICO TERMINAL HOLDINGS LIMITED  
NFE UK HOLDINGS LIMITED

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Director

NFE GP LLC

By: \_\_\_\_\_  
Name: Christopher S. Guinta  
Title: Chief Financial Officer

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
**as the Collateral Agent**

**By:**



**Name: Maya Venkatraman**

**Title: Authorized Signatory**