

March 15, 2021

CITIBANK, N.A., as Intercreditor Agent
Agency & Trust
388 Greenwich Street
New York, New York 10013
Tel.: +1 212 816 5576
E-mail: miriam.molina@citi.com / cts.spag@citi.com
Attention: Miriam Molina

INTER-AMERICAN INVESTMENT CORPORATION, as the IDB Invest Senior Lender Representative, the IDB Senior Lender Representative and the China Fund Senior Lender Representative
1350 New York Avenue, N.W.
Washington, D.C. 20577
U.S.A.
Facsimile: +1 202 312 4135
Email: loanservice@iadb.org
Attention: Portfolio Management Division, Investment Operations Department

INTERNATIONAL FINANCE CORPORATION, as the IFC Senior Lender Representative
2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433
U.S.A.
Facsimile: +1-202-974-4307 or +1-202-974-4318
Email: CFA-Infra@ifc.org
Attention: Director, Infrastructure and Natural Resources Department Africa, Latin America and the Caribbean

CREDIT SUISSE AG, as Policyholder Agent
WGGE, Export Finance Portfolio Management
Uetlibergstrasse 231 (C2), 8045
Zürich, Switzerland
Tel.: +41 44 333 63 46
Email: elena.malneva@credit-suisse.com / portfolio.admin@credit-suisse.com / riikka.alatalo@credit-suisse.com
Attention: Elena Malneva / Riikka Alatalo

PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS, as

Fiduciary Agent

Avenida Brigadeiro Faria Lima, 2.954, 10º andar, Sala 101

São Paulo – SP

Telephone: +55 21 3385-4565

E-mail: operacional@pentagonotrustee.com.br

Attention: Marcelle Motta Santoro / Marco Aurélio Ferreira / Karolina Vangelotti

**RE: CELSE Project – Change of Control Consent, Waiver and Amendment Request (this
“Consent, Waiver and Amendment Request”)**

Ladies and Gentlemen:

We make reference to (a) that certain Common Terms Agreement dated as of April 12, 2018 (as amended, modified, supplemented, restated and in effect from time to time, the “Common Terms Agreement”), among (i) CELSE – CENTRAIS ELÉTRICAS DE SERGIPE S.A., as Borrower (“CELSE” or the “Borrower”), (ii) INTER-AMERICAN INVESTMENT CORPORATION (“IDB Invest”), as (A) lender of the IDB Invest Senior Loan, (B) agent acting on behalf of the INTER-AMERICAN DEVELOPMENT BANK (“IDB”), as lender of the IDB Senior Loan and (C) agent acting on behalf of IDB in IDB’s capacity as administrator of the CHINA CO-FINANCING FUND FOR LATIN AMERICA AND THE CARIBBEAN (the “China Fund”), as lender of the China Fund Senior Loan, (iii) INTERNATIONAL FINANCE CORPORATION (“IFC”), as lender of the IFC Senior Loan and the IFC Senior Lender Representative, (iv) PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS, as fiduciary agent for the Senior Debenture Holders (the “Fiduciary Agent”) pursuant to the terms of the Indenture, (v) CREDIT SUISSE AG, as the Policyholder Agent (the “Policyholder Agent”) and (vi) CITIBANK, N.A., as the Intercreditor Agent (the “Intercreditor Agent”), (b) the Indenture, (c) the Sponsor Support and Share Retention Agreement and (d) that certain CELSE Project – Final Senior Loan Disbursement Waiver letter agreement, dated June 4, 2020 (the “Final Disbursement Waiver”). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in Annex 1 to the Common Terms Agreement.

Background

In accordance with Section 3.02(a) of the Sponsor Support and Share Retention Agreement, the Borrower, GOLAR and the Golar Parents hereby give the Intercreditor Agent notice that GOLAR, Golar LNG and Stonepeak have entered into that certain Agreement and Plan of Merger (the “Merger Agreement”), dated as of January 13, 2021, by and among, GOLAR, Golar LNG, Stonepeak, New Fortress Energy Inc. (“NFE”) and Lobos Acquisition Ltd. (the “Merger Sub”). Upon the terms and subject to the conditions of the Merger Agreement, Merger Sub will merge with and into GOLAR

(the “Merger”), with GOLAR continuing as the surviving company in the Merger and a subsidiary of NFE. Pursuant to the terms of the Merger Agreement, each of Golar LNG and Stonepeak will no longer own any shares of GOLAR.

In connection with the Merger, we note that a Change of Control under the Common Terms Agreement will occur because after the consummation of the Merger (a) Golar LNG will not Control (alone or together with Stonepeak or an Acceptable Investor) GOLAR, (b) Golar LNG will not own and maintain, directly or indirectly, at least (i) 40% of the Share Capital of GOLAR and (ii) 15% of the Share Capital of the Borrower and (c) neither Stonepeak nor any Acceptable Investor will own and maintain, directly or indirectly and individually or collectively, at least 40% of the Share Capital of GOLAR. Further, as a result of the Merger, each of Stonepeak and Golar LNG will no longer be a direct shareholder of GOLAR and NFE will accede to the Sponsor Support and Share Retention Agreement in order to replace each of Stonepeak and Golar LNG as parties thereunder. The consummation of the Merger under the Merger Agreement is conditional upon obtaining the consents, waivers and amendments requested hereunder.

Additionally, as previously disclosed, including as disclosed in the Final Disbursement Waiver, to, among others, the Intercreditor Agent and the Senior Lenders, the Borrower hereby notifies the recipients that: (a) the Borrower entered into that certain Amendment No. 9 to the EPC Agreement dated as of December 23, 2019 between the Borrower and the EPC Contractor and, although the Borrower is negotiating certain further amendments to the EPC Agreement, the Borrower notes that the EPC Contractor has failed to comply with Section 12.1.1 of the EPC Agreement such that it guarantees that Substantial Completion (as defined therein) shall occur no later than the Guaranteed Acceptance Date (as defined therein); (b) certain Material Authorizations required to have been obtained pursuant to Section 5.01(h)(i) of the Common Terms Agreement have yet to be obtained as further detailed in the Final Disbursement Waiver; and (c) the Borrower is unable to comply with the obligation set forth in Section 4(a)(i) of Annex 3 to the Common Terms Agreement that requires Insurance Policies to be maintained with Approved Insurers or Approved Reinsurers (as applicable) as a result of certain of the Borrower’s Insurance Policies now being held with insurers that no longer meet the definitions of “Approved Insurer” or “Approved Reinsurer” as a result of a deterioration to such insurers’ financial condition.

Without prejudice or any admission as to whether or not any Default has occurred or is continuing under the Common Terms Agreement, the Borrower understands that in connection with the foregoing (collectively, the “Specified Events”), the Senior Lenders may consider that a Default under the Common Terms Agreement has possibly occurred and is continuing.

Nevertheless, given that Section 3.02(b) of the Sponsor Support and Share Retention Agreement requires that, as a condition precedent to any Transfer (as defined therein), no Default has occurred and is continuing, to the extent that the Senior Lenders consider that there was a Default in connection with the foregoing Specified Events, the Borrower requests the Intercreditor Agent (for and on behalf of the Senior Creditors and in accordance with the Intercreditor Agreement) waive such condition precedent to the proposed Transfer to the extent any such Default has occurred and is continuing.

Consent, Waiver and Amendment Requests

Therefore, the Borrower, GOLAR and the Golar Parents hereby request that:

(a) to the extent that thirty (30) Business Days' have not elapsed since the date hereof and the Intercreditor Agent is otherwise satisfied that the other conditions set forth in Section 3.02 of the Sponsor Support and Share Retention Agreement have been satisfied, the Intercreditor Agent (for and on behalf of the Senior Creditors and in accordance with the Intercreditor Agreement) waive the requirement set forth in Section 3.02(a) of the Sponsor Support and Share Retention Agreement such that Golar LNG and Stonepeak must provide at least thirty (30) Business Days' prior written notice to the Intercreditor Agent, setting forth the details of the proposed Transfer, including the identity of any proposed transferee in order to permit the Merger to be consummated;

(b) the (i) Intercreditor Agent (for and on behalf of the Senior Creditors and in accordance with the Intercreditor Agreement) (A) execute the amendment agreement to the Common Terms Agreement substantially in the form set forth on Exhibit A (the "CTA Amendment"), (B) provide its written confirmation pursuant to Section 3.02(h) of the Sponsor Support and Share Retention Agreement with respect to NFE's accession to the Sponsor Support and Share Retention Agreement as the Golar Parent by providing a countersigned copy of this Consent, Waiver and Amendment Request (as further detailed below) and (ii) Fiduciary Agent (for and on behalf of the Policyholder Agent and the Senior Debenture Holders) execute the amendment agreement to the Indenture substantially in the form set forth on Exhibit B (the "Indenture Amendment" and, together with the CTA Amendment, the "Amendment Agreements"); and

(c) Intercreditor Agent (for and on behalf of the Senior Creditors and in accordance with the Intercreditor Agreement) waive, solely to the extent relating to the Specified Events, the condition precedent to the Merger set forth in Section 3.02(b) of the Sponsor Support and Share Retention Agreement that no Default or Event of Default has occurred and is continuing or would occur as a result of the proposed Merger.

If the Intercreditor Agent, acting at the direction of all of the Senior Creditor Representatives, agrees with the requested amendments as set forth in the Amendment Agreements, the Borrower requests that the Intercreditor Agent execute, and give instructions to the other Agents party thereto to execute, the Amendment Agreements to which it (or such other Agents, as applicable) is a party in order to give effect to the requested amendments in accordance with Section 8.07 (*Amendment*) of the Common Terms Agreement.

If the Fiduciary Agent, acting at the direction of the Policyholder Agent and Senior Debenture Holders, agrees with the requested amendments as set forth in the Indenture Amendment, the Borrower requests that the Fiduciary Agent execute the Indenture Amendment in order to give effect to the requested amendments in accordance with Section 14.6 (*Amendments*) of the Indenture.

Consent and Waiver

By countersigning this Consent, Waiver and Amendment Request (the date of such countersignature, the “Effective Date”), the Intercreditor Agent hereby (a) to the extent that thirty (30) Business Days have not elapsed since the date hereof, waives the requirement set forth in Section 3.02(a) of the Sponsor Support and Share Retention Agreement such that Golar LNG and Stonepeak must provide at least thirty (30) Business Days’ prior written notice to the Intercreditor Agent setting forth the details of the proposed Transfer, including the identity of any proposed transferee in order to permit the Merger to be consummated, (b) confirms that the conditions set forth in Section 3.02 of the Sponsor Support Agreement have been satisfied or waived and (c) waives, solely with respect to the Specified Events, the condition precedent to the Merger set forth in Section 3.02(b) of the Sponsor Support and Share Retention Agreement.

References to and Effect on Other Financing Documents

(a) On and after the Effective Date, this Consent, Waiver and Amendment Request shall for all purposes be deemed to be a Financing Document under the Common Terms Agreement and the other Financing Documents.

(b) The Common Terms Agreement, the Indenture, and the Sponsor Support and Share Retention Agreement are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed by the Borrower.

(c) The execution, delivery, and effectiveness of this Consent, Waiver and Amendment Request shall not, except as expressly provided herein, (i) operate as a waiver of any right, power, or remedy of any Senior Creditor under any of the Financing Documents, nor constitute a waiver of any provision of any of the Financing Documents, or (ii) prejudice any other right, power, or remedy which the Senior Creditor now have or may have in the future under or in connection with the Common Terms Agreement or the other Financing Documents.

Miscellaneous

(a) This Consent, Waiver and Amendment Request shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) This Consent, Waiver and Amendment Request may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be effective for purposes of binding the parties hereto, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Consent, Waiver and Amendment Request by electronic transmission (i.e., a “pdf” or “tif”), including email, shall be effective as delivery of a manually executed counterpart of this document.

(c) This Consent, Waiver and Amendment Request constitutes the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and supersedes any and all prior agreements and understandings, written or oral, of the parties hereto relating to the subject matter hereof.

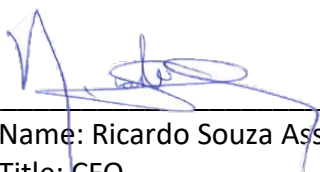
(d) The provisions of Section 8.10 (*Applicable Law and Jurisdiction*) of the Common Terms Agreement are hereby incorporated by reference, mutatis mutandis, and shall apply as if fully set forth herein.


Please let us know whether you have any questions.

[signature page follows]

Yours faithfully,

CELSE – CENTRAIS ELÉTRICAS DE SERGIPE S.A., as the Borrower

By: 
Name: Ricardo Souza Assef
Title: CFO

By: 
Name: Édio José Rodenheber
Title: CCO

Acknowledged and Agreed:

CITIBANK, N.A., as Intercreditor Agent

By: _____

Name:

Title:

Exhibit A
CTA Amendment

AMENDMENT NO. 2 TO THE COMMON TERMS AGREEMENT

This AMENDMENT NO. 2 TO THE COMMON TERMS AGREEMENT (this “Amendment”) is dated as of [●], 2021, among CELSE – Centrais Elétricas de Sergipe S.A., a corporation organized under the laws of Brazil and headquartered in the City of Barra dos Coqueiros, State of Sergipe, Brazil (the “Borrower”) and Citibank, N.A., a national banking association organized and existing under the laws of the United States, acting in its capacity as the Intercreditor Agent (in such capacity, the “Intercreditor Agent”) in accordance with the Intercreditor Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower, the Inter-American Investment Corporation, the International Finance Corporation, Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, Credit Suisse AG, as the Policyholder Agent, and Citibank, N.A. as the Intercreditor Agent entered into that certain Common Terms Agreement, dated as of April 12, 2018 (as amended, amended and restated, modified, or supplemented from time to time, the “Common Terms Agreement”);

WHEREAS, reference is made to that certain Change of Control Consent, Waiver and Amendment Request, dated [●], 2021 (the “Consent Request”);

WHEREAS, pursuant to the Consent Request, the Borrower has requested and the Senior Creditors have agreed to make certain amendments to the Common Terms Agreement;

WHEREAS, pursuant to the terms of the Intercreditor Agreement, the Senior Creditors have approved the amendments set forth herein and instructed the Intercreditor Agent to execute this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Common Terms Agreement as follows:

Section 1 Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment have the respective meanings assigned to such terms in the Common Terms Agreement.

Section 2 Amendments.

(a) The definition of “Acceptable MLP” in Annex 1 (Definitions) of the Common Terms Agreement is hereby deleted in its entirety.

(b) The definition of “Change of Control” in Annex 1 (Definitions) of the Common Terms Agreement is hereby amended and restated in its entirety as follows:

“Change of Control” means:

(a) prior to the Technical Completion Date:

(i) the Direct Shareholder ceases to own directly 100% of the Share Capital of the Borrower;

(ii) the Sponsors cease to collectively Control the Borrower;

(iii) GOLAR ceases to own and maintain, directly or indirectly, at least 49.995% of the Share Capital of the Borrower;

(iv) EBRASIL ceases to own and maintain, directly or indirectly, at least 44.75% of the Share Capital of the Borrower;

(v) the Golar Parent ceases to Control (alone or together with an Acceptable Investor) GOLAR;

(vi) the Golar Parent ceases to own and maintain, directly or indirectly, at least (A) 40% of the Share Capital of GOLAR, (B) 80% of the Share Capital of GOLAR individually or collectively, with any Acceptable Investor, (C) 15% of the Share Capital of the Borrower, or (D) 100% of the Share Capital of NFE Brazil Holdings Limited; provided that the Golar Parent may own and maintain less than 100% of the Share Capital of NFE Brazil Holdings Limited so long as both (1) the Golar Parent remains the largest direct or indirect shareholder by percentage of the Share Capital of NFE Brazil Holdings Limited and (2) any reduction in the Share Capital of NFE Brazil Holdings Limited owned directly or indirectly by the Golar Parent is the result of the granting of Share Capital pursuant to equity incentive arrangements paid to employees or consultants of the Golar Parent or any of its Subsidiaries or Affiliates;

(vii) (A) any of Mr. Dionon Lustosa Cantareli Júnior or his children voluntarily transfers any of the Share Capital of EBRASIL owned directly or indirectly by them, such that the aggregate direct and indirect Share Capital of EBRASIL owned by Mr. Cantareli and his children is reduced (except that, for the avoidance of doubt, nothing in this subclause (A) shall prevent a transfer of such Share Capital by Mr. Cantareli to his children) or (B) Mr. Cantareli ceases to have the right to determine how the Share Capital of EBRASIL owned by Mr. Cantareli and his children as of the Effective Date shall be voted; or

(viii) GOLAR ceases to own and maintain, directly or indirectly (including by ownership of the Share Capital of the direct owner thereof), 100% of the FSRU; or

(b) on or after the Technical Completion Date:

(i) the Direct Shareholder ceases to own directly 100% of the Share Capital of the Borrower;

(ii) the Sponsors cease to collectively Control the Borrower;

(iii) GOLAR ceases to own and maintain, directly or indirectly, at least 37.5% of the Share Capital of the Borrower;

(iv) EBRASIL ceases to own and maintain, directly or indirectly, at least 25% of the Share Capital of the Borrower;

(v) the Golar Parent ceases to Control (alone or together with any other transferee of the Share Capital of GOLAR satisfying the conditions set forth in Section 3.02 (*Conditions to all Transfers*) of the Sponsor Support and Share Retention Agreement) GOLAR;

(vi) the Golar Parent ceases to own and maintain, directly or indirectly, at least (A) 40% of the Share Capital of GOLAR; provided that the Golar Parent may own and maintain less than 40% (but no less than 30%) of the Share Capital of GOLAR if (1) the Golar Parent remains the largest shareholder in GOLAR by percentage of the Share Capital of GOLAR directly or indirectly owned and (2) such reduction in the Share Capital of GOLAR owned by the Golar Parent is the result of an Acceptable IPO or (B) 100% of the Share Capital of NFE Brazil Holdings Limited; provided that the Golar Parent may own and maintain less than 100% of the Share Capital of NFE Brazil Holdings Limited so long as both (1) the Golar Parent remains the largest direct or indirect shareholder by percentage of the Share Capital of NFE Brazil Holdings Limited and (2) any reduction in the Share Capital of NFE Brazil Holdings Limited owned directly or indirectly by the Golar Parent is the result of the granting of Share

Capital pursuant to equity incentive arrangements paid to employees or consultants of the Golar Parent or any of its Subsidiaries or Affiliates;

(vii) any of Mr. Dionon Lustosa Cantareli Júnior or his children voluntarily transfers any of the Share Capital of EBRASIL directly or indirectly owned by them, if, as a result of such transfer, Mr. Cantareli would cease to Control EBRASIL or the aggregate direct and indirect Share Capital of EBRASIL owned by Mr. Cantareli and his children would be less than 50%; or

(viii) GOLAR ceases to own and maintain, directly or indirectly (including by ownership of the Share Capital of the direct owner thereof), 100% of the FSRU,

provided that, notwithstanding the foregoing, any Transfer (as defined in the Sponsor Support and Share Retention Agreement) of up to 51% of the Share Capital of the Direct Shareholder pursuant to the Standby Guarantee and Credit Facility Documents shall not be deemed to constitute a Change of Control if (A) such Transfer satisfies the conditions of Section 3.02 (*Conditions to all Transfers*) of the Sponsor Support and Share Retention Agreement, (B) such transferee is (1) General Electric Company, any Affiliate thereof, any fund Controlled by any of the foregoing, or any entity in which General Electric Company or any of its Affiliates is a general partner, and (2) such entity referred to in clause (1) either directly or indirectly owns or manages 2,000 MW or \$2,000,000,000 of assets, in each case excluding the assets of the Project (a “Qualified GE Entity”); *provided further* that, for the avoidance of doubt, if a Qualified GE Entity subsequently Transfers any Share Capital of the Direct Shareholder, such Transfer shall be subject to the requirements of this definition of Change of Control.

(c) The definition of “GOLAR” in Annex 1 (Definitions) of the Common Terms Agreement is hereby amended and restated in its entirety as follows:

“GOLAR” means Hygo Energy Transition Ltd., a limited company organized under the laws of Bermuda.

(d) The definitions of “Golar LNG” and “Stonepeak” in Annex 1 (Definitions) of the Common Terms Agreement are hereby deleted in their entirety.

(e) The definition of “Golar Parents” in Annex 1 (Definitions) of the Common Terms Agreement is hereby deleted in its entirety and replaced with the definition “Golar Parent” set forth below, and each reference to “Golar Parents”, “any Golar Parent”, “a Golar Parent” or other similar plural grammatical formulations shall instead be read as a reference to “Golar Parent” or “the Golar Parent” or other similar singular grammatical formulations, as applicable, as amended by this provision, and each reference to “Golar LNG”, “Golar LNG Ltd.”, “Stonepeak” or “Stonepeak Infrastructure Fund II Cayman (G) Ltd.” shall be read as a reference to “Golar Parent” or “New Fortress Energy, Inc.” as applicable, as amended by this provision:

“Golar Parent” means New Fortress Energy Inc.

(f) The definition of “Sponsor Satisfaction Date” in Annex 1 (Definitions) of the Common Terms Agreement is hereby amended and restated in its entirety as follows:

“Sponsor Satisfaction Date” means the earlier to occur of (a) the Financial Completion Date and (b) the date on which each of (i) the Contingent Equity Commitment (as defined in the Sponsor Support and Share Retention Agreement) is reduced to zero pursuant to clause (a) of such definition, (ii) the Additional Equity Commitment (as defined in the Sponsor Support and Share Retention Agreement) is reduced to zero pursuant to clause (a) of such definition and (iii) the Direct Shareholder’s obligations

under the Side Letter, dated as of March [●], 2021, among the Sponsors and the Direct Shareholder are fully and finally paid and discharged.

(g) Section 3.01(m)(ii) (*Absence of Prohibited Practices; Sanctions Lists*) of the Common Terms Agreement is hereby amended and restated in its entirety as follows:

“No Loan Party, Golar Parent or any of their respective Affiliates or any of their respective directors, officers, or employees, or any Person acting on their behalf is, or is owned or Controlled by a person or persons who are (A) included on any Internationally Recognized Sanctions Lists, (B) otherwise the target of Economic Sanctions, (C) engaged in any activity that could result in the imposition of Economic Sanctions measures against any party to this Agreement or a violation of OFAC’s Nicaragua Sanctions Regulations or loans or financial or technical assistance to the Government of Nicaragua for projects in Nicaragua restricted by Section 4 of the Nicaragua Human Rights and Anticorruption Act of 2018, or (D) included on the IDB Group List of Sanctioned Firms and Individuals or the debarment list published by the United Nations Security Council under Chapter VII of the United Nations Charter or the World Bank Group.”

(h) Section 5.02(j) (*Sanctions Lists*) of the Common Terms Agreement is hereby amended and restated in its entirety as follows:

“(j) *Sanctions Lists.* (i) Become included (or permit any Affiliate or any other Person acting on its behalf to be included) on any Internationally Recognized Sanctions Lists, or otherwise become the target of Economic Sanctions, or the IDB Group List of Sanctioned Firms and Individuals or the debarment list published by the United Nations Security Council under Chapter VII of the United Nations Charter or the World Bank Group or (ii) enter into any transaction or engage in any activity (A) prohibited by any resolution of the United Nations Security Council under Chapter VII of the United Nations Charter or the World Bank Group, (B) prohibited by Economic Sanctions applicable to any party to this Agreement, (C) that could result in the imposition of Economic Sanctions measures against, any party to this Agreement or a violation of OFAC’s Nicaragua Sanctions Regulations or loans or financial or technical assistance to the Government of Nicaragua for projects in Nicaragua restricted by Section 4 of the Nicaragua Human Rights and Anticorruption Act of 2018 (D) involving use of proceeds from this transaction, including but not limited to funding provided by the Finance Parties under this Agreement and proceeds from the operation of the Project, that involves any person on any Internationally Recognized Sanctions Lists or person otherwise the target of Economic Sanctions, or that involves loans or financial or technical assistance to the Government of Nicaragua for projects in Nicaragua restricted by Section 4 of the Nicaragua Human Rights and Anticorruption Act of 2018, or (E) with any Person listed on the debarment list published by the World Bank Group, World Bank Listing of Ineligible Firms, or the IDB Group List of Sanctioned Firms and Individuals.”

Section 3 No Other Change. The amendments provided in Section 2 (*Amendments*) hereof shall apply solely with respect to those matters expressly provided therein and no other amendments, consents or waivers may be construed or implied therefrom or in connection therewith. The parties hereto agree that, except as expressly provided by Section 2 (*Amendments*), the Financing Documents are and shall remain unchanged and in full force and effect and nothing contained herein shall abrogate, prejudice, diminish or otherwise affect any powers, rights or remedies or obligations of any Person arising before the date hereof. Any reference in the Common Terms Agreement or in any documents or instruments required thereunder or annexes, exhibits or schedules thereto referring to the Common Terms Agreement shall be deemed to refer to the Common Terms Agreement as amended by this Amendment.

Section 4 Representations and Warranties; No Default. (a) The representations and warranties set forth in Article III (Representations and Warranties) of the Common Terms Agreement (as amended hereby), except for (i) the representations set forth in Sections 3.01(g)(i) of the Common Terms Agreement to the extent such representation is untrue or incorrect as a result of the previously disclosed arbitration with the EPCI Contractor and (ii) Section 3.01(f)(i) of the Common Terms Agreement to the extent such representation is untrue or incorrect as a result of the matters disclosed in the Consent Request, are true and correct in all material respects on the date hereof as if made on the date hereof (except for any such representations and warranties that expressly relate only to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date), and (b) except as disclosed in the Consent Request, no Default has occurred and is continuing as of the date hereof.

Section 5 Effectiveness. The amendments provided in Section 2 (Amendments) hereof shall become effective (the “Amendment Effective Date”) upon receipt by the Intercreditor Agent of:

- (a) a duly authorized, executed and delivered copy of (i) the Accession Agreement to the Sponsor Support and Share Retention Agreement (the “Accession Agreement”) from New Fortress Energy Inc. (“NFE”) and (ii) the Side Letter among Hygo Energy Transition Ltd. and NFE regarding certain matters related to the Nicaragua Human Rights and Anticorruption Act of 2018;
- (b) duly authorized, executed counterparts of (i) this Amendment from the Borrower and the Intercreditor Agent and (ii) the Second Amendment to the Indenture (with translation, registration, apostille and notarization as required under Brazilian law to be completed as promptly as practicable after the Amendment Effective Date) (the “Indenture Amendment”) and, together with this Amendment, the “Amendment Agreements”) from each of the parties thereto;
- (c) pursuant to Section 3.02(f) of the Sponsor Support and Share Retention Agreement, a certificate from NFE in form and substance satisfactory to the Senior Lender Representatives, signed by an Authorized Representative of NFE, dated as of the Amendment Effective Date, and accompanied by true, correct and complete copies of NFE’s certificate of incorporation and bylaws;
- (d) pursuant to Section 3.02(f) of the Sponsor Support and Share Retention Agreement, a Certificate of Incumbency and Authority from NFE dated as of the Amendment Effective Date and authorizing specified Persons to execute the Accession Agreement (and make any necessary certifications or requests thereunder);
- (e) pursuant to Section 3.02(f) of the Sponsor Support and Share Retention Agreement, legal opinions from counsel to NFE in form and substance satisfactory to the Senior Lender Representatives dated as of the Amendment Effective Date and addressed to each Secured Party and SERV;
- (f) evidence that (i) the Borrower has paid, or caused to be paid, on or prior to the Amendment Effective Date, an amendment fee in an amount equal to \$75,000 to IDB Invest and \$75,000 to IFC, and (ii) any of the Golar Parents or the Golar Shareholders have made arrangements to reimburse the Borrower in full for such amounts.
- (g) all such documentation and information in form, scope and substance reasonably satisfactory to the Senior Creditors and Agents as requested by the Senior Creditors and Agents necessary (including the names and addresses of NFE) to carry out all necessary “know your customer” or similar requirements with respect to NFE to ensure compliance with the then-applicable integrity, transparency, anti-terrorism, money-laundering,

prohibited payments, “blacklist” policy restrictions and corporate governance guidelines of each such Finance Party;

- (h) evidence that the Borrower has paid, or caused to be paid, all outstanding fees, costs and expenses of the Senior Creditors and their advisors in connection with the Financing Documents as of the Amendment Effective Date, including those associated with the preparation, negotiation and execution of this Amendment and the other instruments and documents to be delivered hereunder and in connection with the transactions contemplated hereby (including, all retainers, fees and expenses of White and Case LLP and counsel to the Intercreditor Agent and the Collateral Agents); and
- (i) evidence that the Closing Date (as defined in that certain Agreement and Plan of Merger, dated as of January 13, 2021, by and among, GOLAR, the Golar Parents, New Fortress Energy Inc. and Lobos Acquisition Ltd.) has occurred (the “Merger”).

Section 6 Financing Document. This Amendment shall be deemed a “Financing Document”.

Section 7 Counterparts. This Amendment may be executed in several counterparts, each of which is an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart to this Amendment by facsimile transmission or “.pdf” electronic format shall be as effective as delivery of a manually signed original.

Section 8 Severability. Any provision hereof 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 without affecting the validity or enforceability of such provision in any other jurisdiction. Where terms of any Applicable Law resulting in such prohibition or unenforceability may be waived, they are waived by the parties hereto to the full extent permitted by law so that this Amendment may be deemed valid, binding and enforceable in accordance with its terms.

Section 9 Applicable Law and Jurisdiction. (a) THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) For the benefit of the Finance Parties, the Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any court of the United States of America located in the Southern District of New York or in the courts of the State of New York located in the Borough of Manhattan or in the courts of its domicile but only with respect to actions brought against it, in any legal action, suit or proceeding arising out of or relating to this Amendment. By the execution and delivery of this Amendment, the Borrower hereby irrevocably submits to the jurisdiction of any such court and hereby irrevocably waives the benefit of jurisdiction derived from present or future domicile or otherwise in any such Action.

- (c) The Borrower irrevocably waives, to the fullest extent permitted by Applicable Law:
 - (i) any objection that it may now or hereafter have to the laying of venue of any action brought in any court referred to in this Section 9 (*Applicable Law and Jurisdiction*);
 - (ii) any claim that any such Action brought in any such court has been brought in an inconvenient forum; and

(iii) its right of removal of any matter commenced by any Senior Creditor in the courts of the State of New York to any federal court of the United States.

(d) To the extent that the Borrower may be entitled in any jurisdiction to claim immunity for itself or its Property from any Action, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process or to the extent that in any jurisdiction that immunity (whether or not claimed) may be attributed to it or its Property, the Borrower irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted now or in the future by the laws of such jurisdiction.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN ANY ACTION RELATING TO THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT TO WHICH IT IS A PARTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, AND FOR ANY COUNTERCLAIM THEREON, BROUGHT BY OR AGAINST ANY PARTY IN ANY FORUM.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

CELSE – CENTRAIS ELÉTRICAS DE SERGIPE S.A., as
the Borrower

By: _____
Name: Ricardo de Souza Assef
Title: CFO

By: _____
Name: Édio José Rodenheber
Title: CCO

CITIBANK, N.A., as the Intercreditor Agent

By: _____

Name:

Title:

Exhibit B
Indenture Amendment

**SECOND AMENDMENT TO THE INDENTURE FOR THE FIRST ISSUANCE OF
SIMPLE SECURED DEBENTURES, NOT CONVERTIBLE INTO SHARES, WITH
FIRST PRIORITY SECURITY INTEREST, IN A SINGLE SERIES, FOR PUBLIC
DISTRIBUTION WITH RESTRICTED SELLING EFFORTS, OF CELSE -
CENTRAIS ELÉTRICAS DE SERGIPE S.A.**

Entered into by and among

CELSE - CENTRAIS ELÉTRICAS DE SERGIPE S.A.
as Issuer

PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS
as Fiduciary Agent

And

CREDIT SUISSE AG
*in its capacity as Policyholder,
Policyholder Agent and Representative for the purpose of Coverage*

Dated
[●], 2021

SECOND AMENDMENT TO THE INDENTURE FOR THE FIRST ISSUANCE OF SIMPLE SECURED DEBENTURES, NOT CONVERTIBLE INTO SHARES, WITH FIRST PRIORITY SECURITY INTEREST, IN A SINGLE SERIES, FOR PUBLIC DISTRIBUTION WITH RESTRICTED SELLING EFFORTS, OF CENTRAIS ELÉTRICAS DE SERGIPE S.A.

By this *"Second Amendment to the Indenture for the First Issuance of Simple Secured Debentures, Not Convertible into Shares, With First Priority Security Interest, in a Single Series, for Public Distribution with Restricted Selling Efforts, of CELSE - Centrais Elétricas de Sergipe S.A."* (the "Amendment"),

CELSE - CENTRAIS ELÉTRICAS DE SERGIPE S.A., a *sociedade anônima*, headquartered in the City of Barra dos Coqueiros, State of Sergipe, at Rod. Cesar Franco SE 100, s/n, enrolled in the National Register of Legal Entities of the Ministry of Finance ("CNPJ/MF") under N. 23.758.522/0001-52, and with its corporate documents registered under NIRE 28300005028, herein represented by its duly authorized legal representatives (the "Issuer");

PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS, a financial institution headquartered in the City of Rio de Janeiro, State of Rio de Janeiro, through its subsidiary in the City of São Paulo, State of São Paulo, na Avenida Brigadeiro Faria Lima, 2954 – 10º andar – sala 101, CEP 01.451-000, enrolled with CNPJ/MF N. 17.343.682/0003-08, herein represented by its authorized legal representative(s), as a representative of the Debenture Holders (as defined below) (the "Fiduciary Agent"); and

CREDIT SUISSE AG, a financial institution headquartered in Paradeplatz 8, 8001, Zurich, Switzerland, herein represented by its duly authorized legal representatives, acting in its capacity as policyholder ("Policyholder") policyholder agent ("Policyholder Agent") and Representative for the purpose of Coverage ("Representative for the purpose of Coverage"), in connection with SERV Coverage.

(the Issuer, the Fiduciary Agent and the Policyholder Agent are hereafter collectively referred to as the "Parties", and each one, individually and indistinctly, as a "Party");

RECITALS

WHEREAS, the Parties entered into a certain *"Indenture for the First Issuance of Simple Secured Debentures, Not Convertible into Shares, With First Priority Security Interest, in a Single Series, in accordance with the conditions of Law 12,431 of June 24, 2011, as amended, for Public Distribution with Restricted Selling Efforts, of Celse - Centrais Elétricas de Sergipe S.A."*, dated March 28, 2018, registered with the Board of Trade of the State of Sergipe ("JUCESE") on April 4, 2018 under N. 20180129279 (the "Indenture"), to govern the terms and conditions of the public distribution with restricted efforts of simple secured debentures, not convertible into shares, with first priority security interest, for the first issuance of the Issuer ("Debentures" and "Issuance", respectively);

WHEREAS the Indenture and the other documents under the Issuance were entered into based on the following resolutions: (a) Issuer's Extraordinary General Shareholders Meeting ("EGM"), held on March 20, 2018 (the "Issuance's EGM"); (b) EGM of CELSEPAR – Centrais Elétricas de Sergipe Participações S.A., sole shareholder of the Issuer, held on March 20, 2018 (the "Issuer's Shareholder Approval");

WHEREAS the Parties intend to adjust several definitions included in the Annex 1 (Definitions) of the Indenture;

THEREFORE, the Parties hereby resolve, through the execution of this Amendment, to amend the Annex 1 (Definitions) of the Indenture, as follows.

Capitalized terms used herein, whether in plural or singular, shall have the meaning provided in the Indenture.

SECTION I AMENDMENTS

- 1.1 The definition of “Acceptable MLP” in Annex 1 (Definitions) of the Indenture is hereby deleted in its entirety.
- 1.2. The Parties agree to amend the definition of “Change of Control” in Annex 1 (Definitions) of the Indenture that shall read as follows:

“Change of Control” means: (a) prior to the Technical Completion Date: (i) the Direct Shareholder ceases to own directly 100% of the Share Capital of the Issuer; (ii) the Sponsors cease to collectively Control the Issuer; (iii) GOLAR ceases to own and maintain, directly or indirectly, at least 49.995% of the Share Capital of the Issuer; (iv) EBRASIL ceases to own and maintain, directly or indirectly, at least 44.75% of the Share Capital of the Issuer; (v) the Golar Parent ceases to Control (alone or together with an Acceptable Investor) GOLAR; (vi) the Golar Parent ceases to own and maintain, directly or indirectly, at least (A) 40% of the Share Capital of GOLAR, (B) 80% of the Share Capital of GOLAR individually or collectively, with any Acceptable Investor, (C) 15% of the Share Capital of the Issuer, or (D) 100% of the Share Capital of NFE Brazil Holdings Limited; provided that the Golar Parent may own and maintain less than 100% of the Share Capital of NFE Brazil Holdings Limited so long as both (1) the Golar Parent remains the largest direct or indirect shareholder by percentage of the Share Capital of NFE Brazil Holdings Limited and (2) any reduction in the Share Capital of NFE Brazil Holdings Limited owned directly or indirectly by the Golar Parent is the result of the granting of Share Capital pursuant to equity incentive arrangements paid to employees or consultants of the Golar Parent or any of its Subsidiaries or Affiliates; (vii) (A) any of Mr. Dionon Lustosa Cantareli Júnior or his children voluntarily transfers any of the Share Capital of EBRASIL owned directly or indirectly by them, such that the aggregate direct and indirect Share Capital of EBRASIL owned by Mr. Cantareli and his children is reduced (except that, for the avoidance of doubt, nothing in this subclause (A) shall prevent a transfer of such Share Capital by Mr. Cantareli to his children) or (B) Mr. Cantareli ceases to have the right to determine how the Share Capital of EBRASIL owned by Mr. Cantareli and his children as of April 12, 2018 shall be voted; or (viii) GOLAR ceases to own and maintain, directly or indirectly (including by ownership of the Share Capital of the direct owner thereof), 100% of the FSRU; or (b) on or after the Technical Completion Date: (i) the Direct Shareholder ceases to own directly 100% of the Share Capital of the Issuer; (ii) the Sponsors cease to collectively Control the Issuer; (iii) GOLAR ceases to own and maintain, directly or indirectly, at least 37.5% of the Share Capital of the Issuer; (iv) EBRASIL ceases to own and maintain, directly or indirectly, at least 25% of the Share Capital of the Issuer; (v) the Golar Parent ceases to Control (alone or together with any other transferee of the Share Capital of GOLAR satisfying the conditions set forth in Section 3.02 (Conditions to all Transfers) of the Sponsor Support and Share Retention Agreement) GOLAR; (vi) the Golar Parent ceases to own and maintain, directly or indirectly, at least (A) 40% of the Share Capital of GOLAR;

provided that the Golar Parent may own and maintain less than 40% (but no less than 30%) of the Share Capital of GOLAR if (1) the Golar Parent remains the largest shareholder in GOLAR by percentage of the Share Capital of GOLAR directly or indirectly owned and (2) such reduction in the Share Capital of GOLAR owned by the Golar Parent is the result of an Acceptable IPO or (B) 100% of the Share Capital of NFE Brazil Holdings Limited; provided that the Golar Parent may own and maintain less than 100% of the Share Capital of NFE Brazil Holdings Limited so long as both (1) the Golar Parent remains the largest direct or indirect shareholder by percentage of the Share Capital of NFE Brazil Holdings Limited and (2) any reduction in the Share Capital of NFE Brazil Holdings Limited owned directly or indirectly by the Golar Parent is the result of the granting of Share Capital pursuant to equity incentive arrangements paid to employees or consultants of the Golar Parent or any of its Subsidiaries or Affiliates; (vii) any of Mr. Dionon Lustosa Cantareli Júnior or his children voluntarily transfers any of the Share Capital of EBRASIL directly or indirectly owned by them, if, as a result of such transfer, Mr. Cantareli would cease to Control EBRASIL or the aggregate direct and indirect Share Capital of EBRASIL owned by Mr. Cantareli and his children would be less than 50%; or (viii) GOLAR ceases to own and maintain, directly or indirectly (including by ownership of the Share Capital of the direct owner thereof), 100% of the FSRU, provided that, notwithstanding the foregoing, any Transfer (as defined in the Sponsor Support and Share Retention Agreement) of up to 51% of the Share Capital of the Direct Shareholder pursuant to the Standby Guarantee and Credit Facility Documents shall not be deemed to constitute a Change of Control if (A) such Transfer satisfies the conditions of Section 3.02 (Conditions to all Transfers) of the Sponsor Support and Share Retention Agreement, (B) such transferee is (1) General Electric Company, any Affiliate thereof, any fund Controlled by any of the foregoing, or any entity in which General Electric Company or any of its Affiliates is a general partner, and (2) such entity referred to in clause (1) either directly or indirectly owns or manages 2,000 MW or \$2,000,000,000 of assets, in each case excluding the assets of the Project (a “Qualified GE Entity”); provided further that, for the avoidance of doubt, if a Qualified GE Entity subsequently Transfers any Share Capital of the Direct Shareholder, such Transfer shall be subject to the requirements of this definition of Change of Control.”

- 1.3** The Parties agree to amend the definition of “GOLAR” in Annex 1 (Definitions) of the Indenture that shall read as follows:

““GOLAR” means Hygo Energy Transition Ltd., a limited company organized under the laws of Bermuda”;

- 1.4** The Parties agree to amend the definition of “Golar Controlling Shareholders” in Annex 1 (Definitions) of the Indenture that shall read as follows:

““Golar Controlling Shareholders” means the Golar Parent.”;

- 1.5** The definitions of “Golar LNG” and “Stonepeak” in Annex 1 (Definitions) of the Indenture are hereby deleted in their entirety.

- 1.6** The Parties hereby agree to include the “Golar Parent” definition in Annex 1 (Definitions), set forth below, and each reference to “Golar Parents”, “any Golar Parent Company”, “any Parent of Golar”, “a Golar Parent” or other similar plural grammatical formulations shall instead be read as a reference to “Golar Parent” or “the Golar Parent” or other similar singular grammatical formulations, as applicable, as amended by this provision and each reference to “Golar LNG”, “Golar LNG Ltd.”, “Stonepeak” or “Stonepeak Infrastructure Fund II Cayman (G) Ltd.” shall be read as a reference to “Golar Parent” or “New Fortress Energy Inc.” as applicable, as amended by this

provision:

““Golar Parent” means New Fortress Energy Inc.”

- 1.7** The Parties agree to amend the definition of “Sponsor Satisfaction Date” in Annex 1 (Definitions) of the Indenture that shall read as follows:

““Sponsor Satisfaction Date” means the earlier to occur of (a) the Financial Completion Date and (b) the date on which each of (i) the Contingent Equity Commitment (as defined in the Sponsor Support and Share Retention Agreement) is reduced to zero pursuant to clause (a) of such definition, (ii) the Additional Equity Commitment (as defined in the Sponsor Support and Share Retention Agreement) is reduced to zero pursuant to clause (a) of such definition and (iii) the Direct Shareholder’s obligations under the Side Letter, dated as of March [●], 2021, among the Sponsors and the Direct Shareholder are fully and finally paid and discharged.”

- 1.8** Section 9.2(q) of the Indenture is hereby amended and restated in its entirety as follows:

“(q) (i) Become included (or permit any Affiliate or any other Person acting on its behalf to be included) on any Internationally Recognized Sanctions Lists, or otherwise become the target of Economic Sanctions, or the IDB Group List of Sanctioned Firms and Individuals or the debarment list published by the United Nations Security Council under Chapter VII of the United Nations Charter or the World Bank Group or (ii) enter into any transaction or engage in any activity (A) prohibited by any resolution of the United Nations Security Council under Chapter VII of the United Nations Charter or the World Bank Group, (B) prohibited by Economic Sanctions applicable to any party to this Agreement, (C) that could result in the imposition of Economic Sanctions measures against, any party to this Agreement or a violation of OFAC’s Nicaragua Sanctions Regulations or loans or financial or technical assistance to the Government of Nicaragua for projects in Nicaragua restricted by Section 4 of the Nicaragua Human Rights and Anticorruption Act of 2018 or (D) involving use of proceeds from this transaction, including but not limited to funding provided by the Finance Parties under this Agreement and proceeds from the operation of the Project, that involves any person on any Internationally Recognized Sanctions Lists or person otherwise the target of Economic Sanctions, or that involves loans or financial or technical assistance to the Government of Nicaragua for projects in Nicaragua restricted by Section 4 of the Nicaragua Human Rights and Anticorruption Act of 2018, or (E) with any Person listed on the debarment list published by the World Bank Group, World Bank Listing of Ineligible Firms, or the IDB Group List of Sanctioned Firms and Individuals.”

- 1.9** Section 13.1(jj) of the Indenture is hereby amended and restated in its entirety as follows:

“(jj) No Loan Party, Golar Parent or any of their respective Affiliates or any of their respective directors, officers, or employees, or any Person acting on their behalf is, or is owned or Controlled by a person or persons who are (A) included on any Internationally Recognized Sanctions Lists, (B) otherwise the target of Economic Sanctions, (C) engaged in any activity that could result in the imposition of Economic Sanctions measures against any party to this Agreement or a violation of OFAC’s Nicaragua Sanctions Regulations or loans or financial or technical assistance to the Government of Nicaragua for projects in Nicaragua restricted by Section 4 of the Nicaragua Human Rights and Anticorruption Act of 2018, or (D) included on the IDB Group List of Sanctioned Firms and Individuals or the debarment list published by the

United Nations Security Council under Chapter VII of the United Nations Charter or the World Bank Group.”

SECTION II ANNOTATION

- 2.1** This Amendment shall be annotated with JUCESE, pursuant to Article 62, item II, and Paragraph 3, of the Corporation Law. The Issuer shall arrange the filing for registration of this Amendment with JUCESE within five (5) Business Days as of the date of its execution.
- 2.2** The Issuer shall provide the Fiduciary Agent with one (1) electronic copy (PDF) of this Amendment duly filed and registered with JUCESE, or, as applicable, one (1) original of this Amendment evidencing the annotation of this Amendment, within five (5) Business Days after its annotation.

SECTION III EFFECTIVENESS

- 3.1.** The amendments provided in Section I above shall become effective (the “Amendment Effective Date”) upon the following events:

3.1.1. receipt by the Fiduciary Agent of duly authorized, executed and delivered counterparts of this Amendment from each of the Parties; and

3.1.2. the Closing Date (as defined in that certain Agreement and Plan of Merger, dated as of January 13, 2021, by and among, GOLAR, the Golar Parents, New Fortress Energy Inc. and Lobos Acquisition Ltd.) has occurred.

SECTION IV MISCELLANEOUS

- 4.1** All terms and conditions not expressly altered by this Amendment are hereby ratified and shall remain in full force and effect.
- 4.2** This Amendment is concluded on an irrevocable and irreversible basis, and shall be binding, on any account, on the Parties and their successors.
- 4.3** The invalidation or nullity, in whole or in part, of any provision of this Amendment shall not affect any other provisions, which will always remain valid and effective until the Parties have fulfilled their obligations hereunder. Should any provision be held invalid or null, the Parties hereby undertake to promptly engage in good faith discussions to replace the provision held invalid and null with another provision whose terms and conditions are valid and reflect those of the provision held invalid or null, especially in regard to the Parties' intention and goals when they negotiated the terms and conditions of the invalid and null provision and the context in which it is inserted.
- 4.4** This Amendment is governed by the laws of the Federative Republic of Brazil.
- 4.5** The Parties elect the jurisdiction of the courts of the Capital of the State of São Paulo to settle and resolve any disputes arising out of or relating to this Amendment, to the

exclusion of any other courts, no matter how privileged they may be.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Indenture in six (6) original counterparts of equal form and content, together with the undersigned witnesses.

São Paulo, [●], 2021.

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(Signature [1-4] Page of the "Second Amendment to the Indenture for the First Issuance of Simple Secured Debentures, Not Convertible into Shares, with First Priority Security Interest, in a Single Series, for Public Distribution with Restricted Selling Efforts, of CELSE - Centrais Elétricas de Sergipe S.A.")

CELSE - CENTRAIS ELÉTRICAS DE SERGIPE S.A.

Name: Ricardo de Souza Assef
Title: CFO

Name: Édio José Rodenheber
Title: CCO

(Signature [2-4] Page of the "Second Amendment to the Indenture for the First Issuance of Simple Secured Debentures, Not Convertible into Shares, with First Priority Security Interest, in a Single Series, for Public Distribution with Restricted Selling Efforts, of CELSE - Centrais Elétricas de Sergipe S.A. ").

PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS

Name:
Title:

Name:
Title:

(Signature [3-4] Page of the "Second Amendment to the Indenture for the First Issuance of Simple Secured Debentures, Not Convertible into Shares, with First Priority Security Interest, in a Single Series, for Public Distribution with Restricted Selling Efforts, of – CELSE - Centrais Elétricas de Sergipe S.A. ").

CREDIT SUISSE AG

Name:
Title:

Name:
Title:

(Signature [4-4] Page of the "Second Amendment to the Indenture for the First Issuance of Simple Secured Debentures, Not Convertible into Shares, with First Priority Security Interest, in a Single Series, for Public Distribution with Restricted Selling Efforts, of CELSE - Centrais Elétricas de Sergipe S.A.")

WITNESSESES

Name:
ID:

Name:
ID: