<u>Alternate terms to discuss for counterproposal to NFE:</u>

1. **Term**: 5 years from the Supply Start Date, with the option to extend for two additional 5yr periods.
2. **Quantities:**
    a. Annual Contract Quantity (ACQ) – ~70-80TBtu
        i. +- 5% tolerance level for Seller and Buyer
    b. Minimum Quantities (take or pay amount)- 50% of ACQ (i.e, 35-40 TBtu), which can be revised annually, and including contingency or mitigation clauses such as:
        i. NFE could opt for buying the volumes not used, at the contract price (as per NFE's April 4th unsolicited proposal)
        ii. Alternatively, annual revisions to minimum take or pay will be subject to certain triggers or conditions being met (which alter the need of LNG supply) including:
            - any incremental minimum commitments would be contingent on PREB approvals for conversion and completion of fuel swaps enabling units to burn LNG and/or that the Temp gens use is extended pursuant to FEMA and other required approvals; and
            - minimum take or pay annual adjustment will be based on the overall evolution of the system baseload units and expected economic dispatch

3. **Price:** Starts at a given level and is reduced as additional units are included for LNG supply in the contract, fix 3 pricing categories
    a. Temp Gens (2025-2026): HH x115% + $7.00 vs. 8.25 MMBTu -NFE proposed price
    b. Once SJ 5&6 are added to this contract (2026-2027): HH x115% + 6.50 v. 7.75 MMBTu -NFE proposed price
    c. If any additional units are added during the 5yr term: HH x115% + 5.50 MMBTu
        i. If extension of term occurs for additional 5yrs, price is subject to review
        ii. At year 5, negotiate ACQ up or down based on evolution of the system baseload units and expected economic dispatch
4. **Delivery Point-** *no exclusivity provisions*
5. **Shortfall Coverage**- In the event seller fails to deliver LNG for reasons not excused by Force Majeure, Seller must procure and deliver alternative fuel at best market price and Seller shall bear the price differential between the contract LNG price and the **actual** cost of the substitute fuel.
    a. Alternatively, propose to index to currently contracted diesel price (PUMA,etc.*)*

6. **Tolling fee**- Seller shall provide Buyer with access to port, gas terminal and regas infrastructure on a non-exclusive basis, through a pre-established tolling fee for third party suppliers. Provide open access to promote open competition for additional volumes during contract term, Buyer can utilize all NFE terminal's regasification and infrastructure for a cost of $0.50 /MMBTU (as per NFE's April 4th unsolicited proposal)
    a. To ensure that other suppliers will be able to supply through such tolling fee, Seller must provide Buyer with access to an area within its Puerto Nuevo leased facilities, where LNG storage can be reasonably built. In addition, seller must specify where the storage facility must be located.
    b. Parties must decide who will build the storage facility and ensure mechanism where the Commonwealth at some point.

7. **Performance and payment Bond: TBD**