SECOND AMENDMENT TO THE NATURAL GAS SALE AND PURCHASE AGREEMENT

This **Second Amendment to the Natural Gas Sale and Purchase Agreement** (the "Second Amendment") is made and entered into as of _____, 2025 (the "Amendment Effective Date"), by and between **NFENERGIA LLC** ("Seller"), a Limited Liability Company with offices at 111 W 19th St. 8th Fl., New York, N.Y., and the **Puerto Rico Electric Power Authority** ("Buyer"), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, represented exclusively by **Genera PR LLC** ("Genera") as agent on behalf of and for the account of PREPA. **Seller and Buyer** shall each be a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain **Natural Gas Sale and Purchase Agreement** dated **March 15, 2024** (the "Agreement");

WHEREAS, the Parties previously extended the Agreement through a First Amendment executed on March 15, 2025, extending the term to **Friday June 27, 2025**;

WHEREAS, the Parties now wish to extend the Agreement an additional **four (4) days**, through **July 20, 2025**, in order to provide continuity of service while the procurement process is finalized;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **EXTENSION OF TERM**

a) **Article III, Section III.1** of the Agreement is hereby amended to extend the term of the Agreement from **June 23, 2025, to Junio 27, 2025** (the "Second Extended Term").

b) All terms and conditions of the Agreement, as amended, shall remain in full force and effect during the Second Extended Term, except as expressly modified by this Second Amendment.

2. **MISCELLANEOUS**

a) **No Other Changes**. Except as specifically provided in this Second Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

b) **Governing Law**. This Second Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, without regard to its choice of law principles.

c) **Counterparts**. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Second Amendment by electronic means (including PDF or other electronic signature) shall be deemed to have the same effect as delivery of an original signature.

d) **Binding Effect**. This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

NFENERGIA LLC
By: _____
Name: _____
Title: _____

PUERTO RICO ELECTRIC POWER AUTHORITY, by its agent, GENERA PR LLC
By: _____
Name: Winnie Irizarry
Title: Authorized Signatory of Genera PR LLC, as agent on behalf of and for the account of PREPA