

Americas Credit Derivatives Determinations Committee ("DC") Statement – December 16, 2025

NFE Financing LLC Failure to Pay Credit Event Determination

DC Issue Number 2025112101

1. Summary

The Americas DC met on December 4, 2025 to consider whether a Failure to Pay Credit Event had occurred with respect to NFE Financing LLC (the **Reference Entity**) under the 2014 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association, Inc. (ISDA) (the **2014 Definitions**).¹ The question was presented to the Americas DC as a result of the failure by the Reference Entity to make a USD163.8 million interest payment with respect to its 12% Senior Secured Notes due 2029 (the **New 2029 Notes**).

The DC Resolved that with respect to 2014 Transactions:

- (i) a Failure to Pay Credit Event occurred on November 20, 2025, with respect to the Reference Entity; and
- (ii) the Credit Event Resolution Request Date was November 21, 2025.

2. Background

On November 22, 2024, the Reference Entity issued USD 2,730.1 million aggregate principal amount of New 2029 Notes as part of refinancing and exchange transactions involving New Fortress Energy Inc., the Reference Entity's parent company (**New Fortress**).² The New 2029 Notes require biannual interest payments on May 15 and November 15 each year, commencing on May 15, 2025, subject to adjustment with a specified Business Day Convention.³ The New 2029 Notes indenture (the **Indenture**) provides a three "Business Day" cure period following any missed interest payment before such failure can constitute an Event of Default.⁴

On November 14, 2025, New Fortress amended its letter of credit agreement, dated as of July 16, 2021, with Natixis, New York Branch (the **Letter of Credit Agreement**), to extend the maturity date thereof to March 31, 2026.⁵ In connection with this amendment, New Fortress and its subsidiaries, including the Reference Entity, agreed to enter into a forbearance agreement (the **Forbearance Agreement**) with certain holders of the New 2029 Notes (**New 2029 Noteholders**). The amendment, among other things, restricts the ability of New Fortress and its subsidiaries to make payments of principal or interest accruing on certain outstanding indebtedness, including the November 15, 2025 interest payment due under the New 2029 Notes. The amendment also introduced a cross-

¹ Each capitalized term used but not defined in this Statement shall have the meaning given to it in (a) the 2014 Definitions, or (b) the Credit Derivatives Determinations Committees Rules (as amended as of the date hereof) (the **DC Rules**), as applicable.

² See the Reference Entity's Form 10-K for 2024:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/1749723/000174972325000029/nfe-20241231.htm>.

³ See the Reference Entity's Form 8-K filing on November 14, 2025:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000145/nfe-20251114.htm>; the Indenture defines the term "Business Day" as each day which is not a Legal Holiday. Legal Holiday is defined as "a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York or the place of payment." See Article I of the Indenture: <https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>; the 2014 Definitions define "Business Day Convention" as the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day so that, if "Following" is specified as applicable in the related confirmation, the date will be the first following day that is a Business Day. See Section 1.53 of the 2014 Definitions.

⁴ Section 6.01(a)(2) of the Indenture:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

⁵ See the Reference Entity's Form 10-Q filing on November 21, 2025:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000149/nfe-20250930.htm>

default provision, specifying that a material breach by the Reference Entity of the Forbearance Agreement would constitute an event of default under the Letter of Credit Agreement.⁶

On November 17, 2025, the first Business Day under the New 2029 Notes (as defined in the Indenture) following November 15, 2025 (the originally scheduled interest payment date), the Reference Entity did not make the required interest payment of USD163.8 million to the New 2029 Noteholders. This missed payment triggered the Indenture's three Business Day cure period, expiring on November 20, 2025.⁷

On November 17 or 18⁸, 2025, New Fortress Energy Inc. and its subsidiaries, the Reference Entity, NFE Brazil Investments LLC, and Bradford County Real Estate Partners LLC, entered into the Forbearance Agreement with certain New 2029 Noteholders. The Forbearance Agreement was accepted by 70% of the New 2029 Noteholders and provides that New 2029 Noteholders will forbear from accelerating the New 2029 Notes or exercising other remedies related to the Reference Entity's failure to pay the November 15, 2025 interest payment until December 15, 2025.⁹

The Indenture generally permits amendments with the consent of at least a majority in aggregate principal amount of the outstanding New 2029 Notes. However, certain amendments require unanimous consent from each affected New 2029 Noteholder, including waiving payment defaults or extending the timing relating to interest payments.¹⁰ Specifically, Section 9.02(3) of the Indenture provides that "[w]ithout the consent of each affected Holder, an amendment or waiver under this Section 9.02 may not reduce the rate of or change the time for payment of interest on any Note."¹¹

As discussed further below, the Forbearance Agreement did not obtain the requisite number of New 2029 Noteholders in order to effectuate an amendment to the Indenture.

3. Failure to Pay

Section 4.5 of the 2014 Definitions provides that a "Failure to Pay" Credit Event means "after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure."¹² Additionally, the Narrowly Tailored Credit Event Supplement published by ISDA (the **NTCE Supplement**), which applies to Standard North American Corporate Transaction Types,

⁶ See the Reference Entity's Form 8-K filing on November 14, 2025:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000145/nfe-20251114.htm>.

⁷ See the Reference Entity's Form 10-Q filing on November 21, 2025:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000149/nfe-20250930.htm>.

⁸ The Americas DC identified a discrepancy between the dates on which the Reference Entity entered into the forbearance agreement with the New 2029 Note Holders. The Reference Entity's Form 10-Q filing dated November 21, 2025 identifies November 18, 2025 as the agreement date, while the Reference Entity's form 8-K identifies November 17, 2025 as the relevant date. See the Reference Entity's Form 10-Q filing on November 21, 2025: <https://www.sec.gov/Archives/edgar/data/1749723/000174972325000149/nfe-20250930.htm>; See the Reference Entity's Form 8-K filing on November 14, 2025:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000145/nfe-20251114.htm>.

⁹ See the Reference Entity's Form 10-Q filing on November 21, 2025:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000149/nfe-20250930.htm>.

¹⁰ See Section 9.02 of the Indenture:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

¹¹ Section 9.02(3) of the Indenture:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

¹² See Section 4.5 of the 2014 Definitions.

requires satisfaction of a "Credit Deterioration Requirement" as a condition to the occurrence of a Failure to Pay Credit Event.¹³

Taking the elements of this definition in turn:

(a) "after the expiration of any applicable Grace Period"

The Indenture provides for a contractual cure period of three Business Days following any missed payment of interest before such missed payment constitutes an event of default.¹⁴ The Americas DC determined that the initial missed payment occurred on November 17, 2025 (the first Business Day following the November 15, 2025 payment date, given that November 15 was a Saturday), when the Reference Entity failed to make its required interest payment of USD \$163.8 million

The Americas DC determined that, with respect to the New 2029 Notes, the applicable "Grace Period" consists of three Business Days following the non-payment upon an interest payment due date, as defined in the Indenture.¹⁵ Business Day is defined in the Indenture as each day that is not a Saturday, Sunday, or a day on which commercial banking institutions are not required to be open in the State of New York.¹⁶

Given the above, the Americas DC determined that the Grace Period expired, and the relevant payment failure occurred, on November 20, 2025.¹⁷

Based on Publicly Available Information submitted to the Americas DC and on the basis that the Americas DC did not receive any Publicly Available Information indicating that the relevant payment failure had been remedied, the DC determined that for 2014 Transactions the relevant payment failure had occurred and was continuing after the Grace Period for the New 2029 Notes had expired.

(b) "failure by the Reference Entity to make, when and where due, any payments"

As noted in the "Background" section above, the Indenture states that the New 2029 Notes require biannual interest payments on May 15 and November 15 each year. The November 15, 2025, interest payment was originally scheduled for November 15, 2025, a Saturday, and therefore became "due and payable" pursuant to the terms and conditions of the Indenture on the following Business Day, November 17, 2025.

The Indenture requires that any amendment or waiver of an interest payment date be effectuated with the unanimous consent of all affected New 2029 Noteholders.¹⁸ The Forbearance Agreement was accepted by 70% of the New 2029 Noteholders.¹⁹ No amendment or waiver agreement with unanimous holder consent was made publicly available to the Americas DC in connection with the DC Credit Event Question, and therefore the Americas DC determined that notwithstanding the Forbearance Agreement, the Indenture provisions discussed above continue to control the date on which the interest payment on the New 2029 Notes became "due and payable."

¹³ See NTCE Supplement Guidance
<https://www.isda.org/a/KDqME/Final-NTCE-Supplement.pdf>

¹⁴ See Section 6.01(a)(2) of the Indenture:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

¹⁵ See Section 6.01(a)(2) of the Indenture:
<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

¹⁶ See Section 1.46 of the 2014 Definitions.

¹⁷ See Section 1.50 of the 2014 Definitions.

¹⁸ See Section 9.02 of the Indenture:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

¹⁹ See the Reference Entity's Form 10-Q filing on November 21, 2025:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000149/nfe-20250930.htm>.

Furthermore, the Americas DC notes that, according to the Form 10-Q filed by New Fortress, the Reference Entity has acknowledged its failure to make the required interest payment due November 17, 2025.²⁰ The Americas DC viewed this disclosure as consistent with the notion that November 17, 2025 was the date on which the relevant interest payment was "due" under the terms of the Indenture.

(c) "in an aggregate amount of not less than the Payment Requirement"

For purposes of the Standard North American Corporate Transaction Type, the Payment Requirement is USD 1 million. The Americas DC determined that the submitted Publicly Available Information described a failure to pay USD 163.8 million in interest, which is in excess of this amount and therefore the Payment Requirement condition was satisfied.²¹

(d) "under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure"

The Americas DC determined that the New 2029 Notes constitute Borrowed Money obligations of the Reference Entity and therefore constitute "Obligations" for purposes of the Failure to Pay Definition under the 2014 Definitions.²²

As noted above, based on the submitted Publicly Available Information, the Americas DC did not view the payment terms of the New 2029 Notes to be validly amended in any way, as the Forbearance Agreement did not receive the unanimous consent required by Section 9.02 of the Indenture for amending or extending an interest payment date. Therefore, the terms of the New 2029 Notes "at the time of such failure" remain as set out in the Indenture, and the November 2025 interest payment on the New 2029 Notes was due on November 17, 2025.

(e) The Credit Deterioration Requirement is met

The 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions Supplement published by ISDA applies to certain Credit Derivative Transactions as specified by the parties.²³ The 2019 NTCE Supplement is applicable to the Standard North American Corporate Transaction Type, pursuant to the Credit Derivatives Physical Settlement Matrix published by ISDA.²⁴

The Credit Derivatives Physical Settlement Matrix specifies that for purposes of the Standard North American Corporate Transaction Type and the NTCE Supplement, the "Credit Deterioration Requirement" applies in determining whether a Failure to Pay Credit Event has occurred.

As a result, the 2014 Definitions as amended by NTCE Supplement provide that a Failure to Pay Credit Event must "directly or indirectly result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity" (the **Credit Deterioration Requirement**).²⁵

Section 1.11 of the Guidance Notes to the NTCE Supplement (the **Guidance Notes**) identifies certain factors that may constitute Eligible Information for purposes of satisfying the Credit Deterioration Requirement, including:

²⁰ See the Reference Entity's Form 10-Q filing on November 21, 2025:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000149/nfe-20250930.htm>.

²¹ See the Reference Entity's Form 10-Q filing on November 21, 2025:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000149/nfe-20250930.htm>.

²² See Section 1.30 of the 2014 Definitions.

²³ See Guidance Notes:

<https://www.isda.org/a/KDqME/Final-NTCE-Supplement.pdf>

²⁴ See Credit Derivatives Physical Settlement Matrix:

<https://www.isda.org/book/credit-derivatives-physical-settlement-matrix-and-confirmation/>.

²⁵ See Section 1.8 of the Guidance Notes:

<https://www.isda.org/a/KDqME/Final-NTCE-Supplement.pdf>.

(a) prior announcements by the Reference Entity of financial distress and/or efforts to restructure debt obligations before the non-payment (such as through forbearance, standstill or similar creditor arrangements) (Section 1.11(b)); (b) non-payment involving debt obligations with multiple holders (Section 1.11(d)); and (c) non-payment occurring on a payment date that was scheduled under the original terms of the debt obligation when incurred (Section 1.11(f)).²⁶

Section 1.13 of the Guidance Notes further provides that where a Reference Entity enters into a forbearance, standstill or other similar arrangement with its creditors for bona fide commercial reasons related to a deterioration in its creditworthiness or financial condition, this would "rarely result in a determination that the relevant non-payment did not directly or indirectly result from such deterioration".²⁷

Taking the elements of the Credit Deterioration Requirement, as further detailed in the Guidance Notes, in turn, the Americas DC first considered whether there was evidence of deterioration in the creditworthiness and financial condition of the Reference Entity. Based on Publicly Available Information, beginning in April 2025, the major credit rating agencies commenced a series of downgrades of New Fortress (the Reference Entity's parent company) and the Reference Entity's New 2029 Notes.²⁸ On July 2, 2025, Moody's Investors Service downgraded the New 2029 Notes to Ca from B3, and simultaneously downgraded New Fortress to Ca from Caa1, citing concerns regarding the New Fortress' ability to meet its debt service obligations²⁹. In July 2025, S&P Global Ratings downgraded New Fortress to CCC from B-, citing the increased possibility that a payment default may occur.³⁰ Further, on July 30, 2025, it was made public that New Fortress retained restructuring advisors, indicating potential financial difficulties.³¹ The Americas DC viewed these credit rating downgrades, and the appointment of restructuring advisors, as clear evidence of deterioration in the creditworthiness and financial condition of the Reference Entity.

The Americas DC further considered the indicative factors set forth in Section 1.11 of the Guidance Notes and determined that subsections (a), (d), and (f) were satisfied. With respect to subsection (a), the Reference Entity and New Fortress entered into the Forbearance Agreement with the New 2029 Noteholders on November 17, 2025, prior to the expiration of the Grace Period on November 20, 2025.³² The Americas DC determined that the Forbearance Agreement constitutes the type of forbearance arrangement described in Section 1.13 of the Guidance Notes and was therefore indicative of the Reference Entity's financial distress. With respect to subsection (d), the nonpayment was related to an interest payment due under the Indenture for the Reference Entity's New 2029 Notes, constituting a debt obligation held by multiple parties.³³ With respect to subsection (f), pursuant to the terms of the

²⁶ See Section 1.11(a)-(f) of the NTCE Supplement Guidance:

<https://www.isda.org/a/KDqME/Final-NTCE-Supplement.pdf>.

²⁷ See Section 1.13 of the NTCE Supplement Guidance: <https://www.isda.org/a/KDqME/Final-NTCE-Supplement.pdf>

²⁸ See "Fitch Downgrades New Fortress Energy's IDR to 'B-'; Maintains Rating Watch Negative" (April 15, 2025):

<https://www.fitchratings.com/research/corporate-finance/fitch-downgrades-new-fortress-energy-idr-to-b-maintains-rating-watch-negative-15-04-2025>.

²⁹ See "New Fortress Energy Downgraded to Ca by Moody's" (July 2, 2025):

<https://www.bloomberglaw.com/ms/document/SYSL9PTP3SHS>.

³⁰ See "S&P downgrades New Fortress Energy to 'CCC' amid refinancing concerns" (July 14, 2025):

<https://www.investing.com/news/stock-market-news/sp-downgrades-new-fortress-energy-to-ccc-amid-refinancing-concerns-93CH-4134522>.

³¹ See "New Fortress Retains Restructuring Advisors, Suggests Sell" (July 30, 2025):

<https://www.ainvest.com/news/fortress-energy-retains-restructuring-advisors-suggests-sell-2507/>.

³² See Section 9.02 of the Indenture:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

³³ See Section 1.11(a)-(f) of the NTCE Supplement Guidance:

<https://www.isda.org/a/KDqME/Final-NTCE-Supplement.pdf>; further, the Americas DC considered that the New 2029 Notes were held by a diversified number of noteholders, thus satisfying factor (d) under Section 1.11 of the Guidance Notes (debt held by multiple parties).

Indenture, the interest payment became due on the scheduled payment date under the terms of the New 2029 Notes at the time such debt obligation was originally incurred on November 22, 2024.³⁴

As noted above, Section 1.13 of the Guidance Notes provides that where a Reference Entity enters into such forbearance arrangements for bona fide commercial reasons related to a deterioration in its creditworthiness or financial condition, this would rarely result in a determination that the relevant non-payment did not directly or indirectly result from such deterioration. Having considered the foregoing factors and Publicly Available Information, the Americas DC Resolved that the Credit Deterioration Requirement was satisfied, and accordingly, a Failure to Pay Credit Event occurred with respect to the Reference Entity.

4. Credit Event Resolution Request Date

The term "Credit Event Resolution Request Date" means "with respect to a DC Credit Event Question, the date as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question."³⁵ The term "DC Credit Event Question" is in turn defined to mean "a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event for purposes of the Credit Derivative Transaction has occurred".³⁶

The Americas DC was of the view that a DC Credit Event Question must relate to an event that "has occurred" in order for such DC Credit Event Question to be "effective" for purposes of the "Credit Event Resolution Request Date" definition. As a result, the Americas DC determined that the Credit Event Resolution Request Date was November 21, 2025.

³⁴ Section 6.01(a)(2) of the Indenture:

<https://www.sec.gov/Archives/edgar/data/1749723/000174972325000029/nfe-newcoindentureexecuti.htm>.

³⁵ See Section 1.30 of the 2014 Definitions

³⁶ See Section 1.26 of the 2014 Definitions