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CZAR ENERGY
GOVERNMENT OF PUERTO RICO

Eng. Josué A. Colón Ortiz

July 28, 2025

Via Electronic Mail
legal@newfortressenergy.com
cguinta@newfortressenergy.com

Mr. Wes Edens
Chief Executive Officer
New Fortress Energy
111 W. 19th St., 8th Floor
New York, NY 10011

Mr. Christopher Guinta
Chief Financial Officer
New Fortress Energy
NFEnergía, LLC (NFE)
c/o New Fortress Energy
111 W 19th St., 8th Fl.
New York, NY, 10011

Initial
JCO

Dear Messrs. Edens and Guinta:

Re: Operational Disruption at San Juan Terminal – Alleged Nonpayment to Edison Chouest Offshore

Dear Messrs. Edens and Guinta:

Earlier today, multiple reputable media outlets[1] reported that maritime operations at Docks A and B of the Port of San Juan have been paralyzed due to your company's alleged failure to pay substantial sums owed to Edison Chouest Offshore ("ECO"), the provider of essential tugboat services. These reports assert that the facility remains inoperative due to this commercial dispute. If accurate, this not only jeopardizes Puerto Rico's energy reliability, but also raises serious questions regarding NFE's compliance with its contractual obligations under the

[1] See https://www.elvocero.com/noticia_rotary/article_d7664350-9ebd-4e11-93cc-ba9cd1c906f8.html; https://www.metro.pr/noticias/2025/07/28/denuncian-que-muelle-de-new-fortress-energy-en-san-juan-esta-bloqueado/; https://www.newspr.com/article/bloqueado-el-muelle-de-new-fortress-en-san-juan-desde-anoche

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Fuel Sale and Purchase Agreement dated March 5, 2019, as amended (the "FSPA"), as well as the fuel supply agreement to the temporary generation units under the current exigency.

We remind you that, according to our records, the Puerto Rico Electric Power Authority ("PREPA") does not owe any outstanding payments to NFE under the FSPA. In fact, PREPA has paid over $1.5 billion to NFE throughout the term of the agreement, as detailed in prior communications. PREPA's lack of arrears should preclude any potential justification for your failure to pay critical subcontractors, including those whose services are indispensable to the transportation and delivery of liquefied natural gas to the San Juan and Palo Seco generation units.

If NFE's failure to remit payment to ECO has caused or contributed to a suspension in fuel deliveries to the San Juan Units 5 and 6 and/or the temporary generation facilities at Palo Seco and San Juan, such conduct constitutes a breach of Sections 5.2, 6.5, 7.4, and 9.1 of the FSPA, among others. NFE has a continuing obligation to ensure the firm, reliable supply of natural gas under the agreed scheduling protocols and to provide immediate notice and resolution of any circumstance that may affect delivery or system reliability. Furthermore, any such disruption arising from NFE's non-payment to a third-party service provider does not fall within the scope of a Force Majeure event as defined in Section 15.1 of the FSPA. That clause requires that the cause of nonperformance be beyond the reasonable control of the affected party. Here, the alleged failure to satisfy undisputed contractual debts to a subcontractor—despite PREPA's full compliance with its payment obligations—reflects a commercial dispute entirely within NFE's control and thus disqualifies any invocation of Force Majeure protections under the Agreement.

Initial
NO

Accordingly, the Office of the Energy Czar demands that NFE provide, by 5:00 p.m. AST tomorrow, the following:

1. A formal written statement confirming or denying the allegations reported in the media regarding your payment dispute with Edison Chouest Offshore and the current operational status of the LNG terminal;

2. A detailed explanation as to how NFE intends to ensure uninterrupted deliveries of LNG to San Juan 5 & 6 and the temporary generation units, including any alternative transportation or supply arrangements activated in response to the current disruption;

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3. A clear articulation of the legal and contractual basis, if any, for withholding payment to ECO despite PREPA's full compliance with its payment obligations to NFE.

Should these events persist and result in curtailments in LNG delivery, the Government of Puerto Rico will take all necessary steps to protect its critical energy infrastructure; including invoking applicable remedies under the FSPA, seeking injunctive relief, pursuing contractual penalties and damages, or, if warranted, initiating termination of the agreement for cause. The undersigned reserves all rights and remedies available against NFE and expressly waives none.

Cordially,

Signed by:
Josué A. Colón Ortiz
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Josué A. Colón-Ortiz
Energy Czar of Puerto Rico

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