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CZAR ENERGY
GOVERNMENT OF PUERTO RICO

Eng. Josué A. Colón Ortiz

July 13, 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
NFEnergía LLC
c/o New Fortress Energy
111 W 19th St., 8th Fl.
New York, NY, 10011

Initial
JCO

Dear Messrs. Edens and Guinta:

Re.: NFEnergía LLC, Breach of Fuel Purchase and Sale Agreement dated March 19, 2019

Reference is made to the Fuel Purchase and Sale Agreement dated March 19, 2019, by and between NFEnergía LLC ("NFE") and the Puerto Rico Electric Power Authority ("PREPA") (the "SJ 5&6 Agreement").

Yesterday morning, the undersigned received notice through a third party that the vessel *Energo Princess* (the "Vessel"), which was scheduled to supply liquefied natural gas ("LNG") to Units 5 and 6 of the San Juan Combined Cycle Power Plant ("SJ Units 5&6") at the San Juan port (the "Port"), had departed the Port without discharging the required LNG cargo.

Also yesterday, I received a letter from NFE[1], whereby you indicate that PREPA purportedly owes NFE $9 million in unpaid invoices from 2020, and $3 million

[1] The referenced letter was received 4 hours after the Vessel was removed from the Port.

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in interest on those invoices, and you state that NFE will suspend further deliveries of LNG under the SJ 5&6 Agreement, until those amounts are paid. However, it was only today, almost 5 years after these invoices supposedly became due, and only after an entirely separate LNG supply agreement between PREPA and NFE expired, and the Financial Oversight and Management Board ("FOMB") declined to approve its replacement– that you decided to stop supplying LNG to PREPA under the SJ 5&6 Agreement.

Under the terms of the SJ 5&6 Agreement, which remain in full force and effect, NFE is required to supply natural gas to SJ Units 5&6. Your failure to do so, not only constitute a serious breach and an event of default under the SJ 5&6 Agreement, but also creates a critical shortage in electricity supply, with potentially grave and irreparable consequences to the health, safety and welfare of the people of Puerto Rico.

Initial
MO

As you are aware, the delivery of LNG to SJ Units 5&6 has been pending for at least three (3) days due to various delays. SJ Units 5&6 currently have no LNG remaining, nor is there any other readily available source of LNG to resupply them. These units are indispensable to maintain a stable electricity supply in Puerto Rico and to avoid outages.

NFE did not notify PREPA or the undersigned that the Vessel would be removed from the Port without effecting such supply. Moreover, we have verified with the U.S. Coast Guard (the "Coast Guard"), and there appears to be no impediment to fulfilling your contractual obligation of supplying the LNG, other than NFE's own decision to depart. In fact, the LNG should have been delivered, or at least the discharge process commenced, yesterday during the time window between 2:00 p.m. and 4:00 p.m., which the Coast Guard had specifically identified as suitable given the wind conditions.

NFE's decision to cause or allow the Vessel to abandon the Port without supplying LNG is wholly irresponsible and unacceptable. The undersigned hereby demands that NFE immediately order the Vessel to return to the Port and proceed to discharge the contracted LNG to SJ Units 5&6 without further delay. Further, NFE must ensure that a person with sufficient authority within the company is available at all times to coordinate and discuss this emergency situation with the undersigned. All these matters were discussed with Mr. Alex Bowman, Vice President, Investments, in our phone call yesterday afternoon.

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Please confirm receipt of this letter and immediately confirm by return email that you have taken the actions requested herein. The undersigned hereby reserves all rights and remedies against NFE and expressly waives none.

Cordially,

Signed by:
Josue A. Colon Ortiz
ACAE19A8DEF549C...

Josué A. Colón-Ortiz
Energy Czar of Puerto Rico

c. Francisco Domenech, Chief of Staff, francisco.domenech@fortaleza.pr.gov
Mary C. Zapata Acosta, Executive Director, PREPA, mary.zapata@prepa.pr.gov
Felix Hernández, Legal Counsel PREPA, felix.hernandez@prepa.pr.gov
Winnie Irizarry, CEO Genera PR , winnie@genera-pr.com
Kevin Futch, Counsel Genera PR, kevin.futch@genera-pr.com
Lionel E. Santa Crispín, General Counsel P3A, lionel.santa@p3.pr.gov