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June 30, 2026

VIA ELECTRONIC MAIL

Puerto Rico Public-Private Partnerships Authority
PO BOX 42001
San Juan, Puerto Rico 00940-2001
Attention: Executive Director – Josué Colón
Telephone: (787) 722-2525 Ext. 15330
Email: Josue.Colon@p3.pr.gov; Administrator@p3.pr.gov

Re: Response to Follow-up Request for Information 0024 – New Fortress Energy Chapter 15 Restructuring Proceedings

Dear Administrator:

We write in response to your follow up letter dated June 24, 2026, regarding certain Chapter 15 proceedings and referencing the January 24, 2023, Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement ("OMA") by and among the Puerto Rico Electric Power Authority ("PREPA"), the Puerto Rico Public-Private Partnerships Authority ("P3A") and Genera PR LLC ("Genera"). Capitalized terms not defined in this letter shall have the meanings ascribed to them in the OMA.

Genera's June 15, 2026, letter to you regarding RFI 0024 is incorporated by reference.

Genera responds to the points raised in your letter in turn:

1. Genera understands, based on publicly available information, that the Chapter 15 proceedings and UKRP have not impacted the Creditworthiness[1] of New Fortress Energy Inc. ("NFE"). As has been publicly stated by NFE and reiterated by the P3A in its June 24 letter, the UKRP and

[1] "Creditworthiness" is a defined term in the December 4, 2025, Gas Sales Agreement (GSA) by and between PREPA, P3A, and NFEnergia LLC.

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Chapter 15 proceedings will **allow NFE to significantly reduce its overall debt** while preserving equity and allowing uninterrupted operations.

Because of this, and contrary to the Administrator's belief, Genera does not have "serious concerns" regarding NFE's Creditworthiness as defined under the GSA. Genera does not see (and has not seen) any evidence of a negative impact on the GSA, the Guaranty, or Genera's obligation under the OMA because of the UKRP and Chapter 15 proceedings. Genera cannot provide a "detailed analysis" to prove a negative.

In any case, Genera is ultimately restricted from making determinations with respect to Affiliate or Parent Company's compliance with contract requirements. The Organizational Conflict of Interest ("OCI") framework established under the OMA and Genera's Procurement Manual expressly assigns this task to the 3PPO.

Similarly, while GSA Section 10.2.2 does not appear to have been triggered according to its terms, and therefore no replacement guaranty would be required, the OMA restricts Genera from making such determinations. The GSA in fact reserves enforcement actions for P3A under Section 22.13.

2. Without waiving Genera's right to object to unilateral information demands from P3A, we are attaching information regarding the Performance Security to this letter. You will see this information was previously provided to P3A and 3PPO via email and hand delivery (see attached email from NFE Legal to, among others, **administrator@p3.pr.gov** of the PDF copy of the security and 3PPO receipt acknowledging original security).

3. Genera has previously provided to the P3A a comprehensive Contingency Plan to ensure reliable and continuous supply of fuel. In the spirit of cooperation, we attach the Contingency Plan again to this letter. As stated previously, nothing in the Chapter 15 or UKRP proceedings has impacted NFEnergia's ability to supply gas under the GSA. If there were a negative impact, the hypothetical interruption and options available

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would not differ from any other contingency event. No update to the existing Contingency Plan, or any special plan specifically for this situation, is required or appropriate.

Finally, Section 22.12 of the GSA (Tolling Arrangements) is only triggered if the seller fails to deliver Gas or declares Force Majeure. Neither has occurred. Therefore, Genera does not see any basis to activate Tolling Arrangements under that contract.

4. Genera reiterates that it is aware of no material or formal communication between Genera and NFE regarding the Chapter 15 proceedings or UKRP. Your claim that P3A has "broad authority" to request information from Genera misreads and overstates the cited provisions of the OMA. Section 5.14 relates to "Facility Information" which is a defined term under the OMA and does not relate to any of the categories of information requested in your letter. Similarly, Section 6.2 defines P3A's rights and responsibilities, but none of the rights and responsibilities set forth in Section 6.2 relate to the information you now demand. Certainly nothing in the OMA (or other agreement, law, or regulation) provides P3A with the authority to demand that Genera submit a "sworn statement, executed by an authorized officer under penalty of perjury" regarding these or any other requests.

Genera reserves all rights and remedies available under the OMA.

[Signature Page to Follow]

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Cordially,

Genera PR LLC

Kevin D. Futch

Kevin D. Futch
General Counsel

250 Muñoz Rivera Ave., Suite 1200
San Juan, PR 00918

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207.150.251.143
Osana Suarez Martinez
Camara

250 Muñoz Rivera Ave, Suite 1200
San Juan, PR 00918