PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY

GOVERNMENT OF PUERTO RICO

CONFIDENTIAL

September 15, 2026

BY ELECTRONIC MAIL

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dcanales@newfortressenergy.com

Mr. Winnie Irizarry Velázquez
President and Chief Executive Officer
Genera PR, LLC
250 Muñoz Rivera Avenue, Suite 1200
San Juan, Puerto Rico 00918

with copy to:
Mr. David Canales
Managing Director, Deputy General Counsel
New Fortress Energy, Inc
111 W. 19th Street, 8th Floor
New York, NY 10011

Re: Request for Information – (RFI 0028) — Guarantee, Control of Operator, and New Fortress Energy Inc. Restructuring

Dear Mr. Irizarry:

Reference is made to the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement dated January 24, 2023 (the "GOMA"), to the Guarantee Agreement dated as of the same date (Exhibit A to the GOMA) (the "Guarantee"), and

to New Fortress Energy Inc.'s ("NFE" or "Parent Company") public announcement dated September 11, 2026, that it completed its restructuring and recapitalization[1].

Parent Company is defined as "New Fortress Energy Inc. and its successors and assigns." Guarantor is Parent Company and its permitted successors under the Guarantee. Section 8.1 of the GOMA requires Operator to cause the Guarantee to be provided and maintained throughout the Term. Failure to maintain the Guarantee in full force and effect is an Operator Event of Default under Section 14.1(c), subject to a five (5) Business Day cure. The Guarantee is a guarantee of payment and performance, not of collection, capped at US$45,000,000.00 (Guarantee § 3.10). Guarantor may not dissolve, dispose of all or substantially all of its assets, consolidate, merge, or assign the Guarantee unless the successor is acceptable to Owner, acting reasonably, assumes in writing, and delivers an opinion of counsel (Guarantee §§ 4.1 and 4.3).

This RFI is not, standing alone, a notice of default or a notice of termination. Each request below must be answered on its own terms. Do not respond by restating a press release or by cross-reference. If a document does not exist, the sworn statement required in Section 5 shall certify that fact after a diligent search.

1. Confirmation of the Guarantee

a. State in a complete sentence whether the Guarantee dated January 24, 2023 remains in full force and effect against New Fortress Energy Inc., the Delaware corporation that executed it as Guarantor.

b. State whether there has been any novation, assignment, release, amendment, or reduction of the US$45,000,000.00 cap.

[1] Capitalized terms not defined herein have the meanings given in the GOMA or the Guarantee.

c. Produce the Guarantee as currently in effect, any amendment or side letter, and a written confirmation signed by an authorized officer of Guarantor. Authority: GOMA §§ 8.1 and 4.2(c); Guarantee §§ 3.9 and 4.2.

2. Control of Operator

a. Produce a post-closing organizational chart, direct and indirect, of Genera PR LLC, identifying every holder of voting or economic interests and the members of the governing body.

b. State in a complete sentence whether Parent Company still Controls Operator under Article 1 definition of Control.

c. If Parent Company no longer Controls Operator, state why GOMA Sections 21.6(c) and 14.1(h) do not apply, and the date Operator first notified the Administrator of any Change of Control.

3. Successor Guarantor and disposition of assets

a. State in a complete sentence whether the BrazilCo separation, the recapitalization, or any other step of the UK Restructuring Plan constitutes (i) a disposition of all or substantially all of Guarantor's assets, (ii) a consolidation, amalgamation, merger, or assignment of the Guarantee, or (iii) designation of a successor Guarantor.

b. If any of the foregoing applies, produce Owner's written acceptance, the successor's written assumption, and the opinion of counsel required by Guarantee § 4.1(a). If any of those instruments does not exist, say so.

c. Identify the legal entity that Genera contends is Guarantor as of September 11, 2026, by full legal name, jurisdiction, and relationship to Operator.

4. **Financial reports and insolvency events**

a. Produce Guarantor's financial statements for the period including and after the Restructuring Effective Date. If Genera relies on Section 8.2's public-company safe harbor, produce the SEC filings it contends satisfy that section and identify them by form, date, and accession number.

b. Whether Operator or Guarantor has commenced, consented to, or become subject to any proceeding under the Bankruptcy Code, including Title III or Title VI of PROMESA[2], any similar insolvency law of another jurisdiction, or Chapter 15.

c. Produce any notice previously given to the Administrator of a Change of Control, an insolvency event, or a material default under the Guarantee.

Operator shall deliver the confirmations and documents requested in Section II no later than 5:00 p.m. Atlantic Standard Time on September 24, 2026. Failure to respond in full by that time will be treated as a continuing failure to provide information required under Sections 5.14, 6.3, 8.1, and 8.2, without prejudice to any shorter cure period under Section 14.1(c).

Cordially,

Rubén Lugo Mas
Compliance and Contract Manager
Puerto Rico Public-Private Partnership Authority

[2] Puerto Rico Oversight, Management, and Economic Stability Act, *Pub. L. No. 114-187, 130 Stat. 549 (2016) (codified at 48 U.S.C. §§ 2101–2241).*