

**GOBIERNO DE PUERTO RICO
JUNTA REGLAMENTADORA DE SERVICIO PÚBLICO
NEGOCIADO DE ENERGÍA DE PUERTO RICO**

NEPR

Received:

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IN RE: TARIFA PERMANENTE DE LA
AUTORIDAD DE ENERGÍA ELÉCTRICA
DE PUERTO RICO

CASO NÚM.: NEPR-MI-2020-0001

ASUNTO: Moción en Cumplimiento de
Orden del 29 de Junio de 2022 sobre Informe
Mensual de Reclamaciones a NFEnergía,
LLC y Naturgy Aprovisionamientos, S.A.

**MOCIÓN EN CUMPLIMIENTO DE ORDEN DEL 29 DE JUNIO SOBRE INFORME
MENSUAL DE RECLAMACIONES CON NFENERGÍA, LLC Y
NATURGY APROVISIONAMIENTOS, S.A.**

AL HONORABLE NEGOCIADO DE ENERGÍA:

COMPARECE la Autoridad de Energía Eléctrica de Puerto Rico (“Autoridad”), a través de su representación legal, y muy respetuosamente expone, alega y solicita:

1. El 29 de junio de 2022, el Negociado de Energía Negociado de Energía de la Junta Reglamentadora de Servicio Público de Puerto Rico (“Negociado de Energía”), notificó una *Resolución y Orden* (“Orden del 29 de junio”) mediante la cual, entre otras cosas, ordenó a la Autoridad a proveer:

en o antes del día 15 de cada mes, comenzando con el mes de julio de 2022, presentar ante el Negociado de Energía un informe detallado de los resultados de las acciones tomadas relacionadas a reclamaciones bajo el contrato entre la Autoridad y New Fortress para el suministro de gas natural en las unidades San Juan 5 y 6. El informe debe incluir todas las instancias o incidentes en que la Autoridad ha tenido que utilizar diésel en lugar de gas natural desde el inicio del contrato con New Fortress, la causa o causas de cada incidente, las acciones tomadas por New Fortress y/o la Autoridad para corregir dichas causas y la documentación que evidencie las correspondientes reclamaciones realizadas por la Autoridad al amparo del contrato y cualquier otra reclamación relacionada. Además, el informe debe estar acompañado de copia de cualquier documentación (e.g., cartas, correos electrónicos, memorandos, etc.) que apoye los datos contenidos en el mismo incluyendo, pero sin limitarse a, todas las comunicaciones

cursadas entre la Autoridad y New Fortress con relación a nominaciones de gas natural desde el inicio del contrato.

Orden del 29 de junio en p. 26.

2. En la Orden del 29 de junio el Negociado también incluyó la siguiente directriz dirigida a la Autoridad:

El Negociado de Energía ORDENA a la Autoridad a, en o antes del día 15 de cada mes, comenzando con el mes de julio de 2022, presentar ante el Negociado de Energía un informe detallado de los resultados de las acciones tomadas relacionadas a reclamaciones bajo el contrato entre la Autoridad y Naturgy para el suministro de gas natural en las unidades Costa Sur 5 y 6. El informe debe estar acompañado de copia de cualquier documentación (e.g., cartas, correos electrónicos, memoranda, etc.) que apoye los datos contenidos en el mismo. Como parte de su radicación, la Autoridad deberá presentar también un informe detallado respecto al suministro de gas natural en las unidades Costa Sur 5 y 6, incluyendo la razón de consumo entre gas natural y combustible residual, así como la fecha estimada para el restablecimiento del suministro normal de gas natural a dichas unidades.

Id.

3. El 17 de octubre de 2022, la Autoridad presentó una *Solicitud de Extensión de Término para Presentar Informe Mensual de Reclamaciones a NFEnergía, LLC y Naturgy Aprovechamientos, S.A.* en la cual solicitó que el Negociado de Energía concediera hasta el conceda hasta el viernes 21 de octubre de 2022 para cumplir con la Orden del 29 de junio y presentar el informe correspondiente al mes de octubre de 2022. Sin embargo, al momento de la radicación de esta moción el Negociado de Energía no se ha expresado sobre tal petición.

4. Así las cosas, la Autoridad presenta el reporte señalado con los anejos A y B en cumplimiento con la Orden del 29 de junio.

POR TODO LO CUAL, la Autoridad solicita respetuosamente a este Negociado de Energía que tome conocimiento de lo aquí informado y de por cumplida la Orden del 29 de junio en lo correspondiente a presentarse el 15 de octubre de 2022.

RESPETUOSAMENTE SOMETIDO.

En San Juan, Puerto Rico a 21 de octubre de 2022.

/s/ Katuska Bolaños Lugo

Katuska Bolaños Lugo

TSPR 18,888

kbolanos@diazvaz.law

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Fax. (787) 497-9664

CERTIFICADO DE NOTIFICACIÓN

Certifico que este escrito ha sido presentado a la Secretaria del Negociado de Energía a través del sistema electrónico de radicación <https://radicacion.energia.pr.gov/> y, además, copia del mismo ha sido notificado a la Oficina Independiente de Protección al Consumidor por conducto de la Lic. Hannia Rivera a hrivera@oipc.pr.gov y a LUMA Energy ServCo, LLC y LUMA Energy, LLC por conducto de la Lic. Margarita Mercado a margarita.mercado@us.dlapiper.com.

En San Juan, Puerto Rico, hoy 21 de octubre de 2022.

f/ Katuska Bolaños Lugo
Katuska Bolaños Lugo

Anejo A



NFEnergia, LLC y San Juan 5 y 6

Respuesta:

Pago de reclamación

La Autoridad ha sostenido reuniones presenciales con NFEnergía, LLC (NFE) para discutir varios asuntos, entre esos la reclamación pendiente de \$26,838,161.76. La evaluación de la estrategia a seguir para esta reclamación continua y la Autoridad, en cumplimiento con las órdenes aplicables, continuará informando según se desarrollen asuntos nuevos.

Force Majeure

El 30 de septiembre de 2022, la Autoridad envió a NFE una notificación de *force majeure* bajo el contrato. En la misma se informa que dado al paso del Huracán Fiona por Puerto Rico y sus efectos, la Autoridad no pudo consumir la totalidad del gas nominado para el mes de septiembre de 2022, en específico los días 18 a 25 de septiembre de 2022 y por lo tanto la Autoridad no debía ser responsable por el pago del mismo.

El 17 de octubre de 2022, NFE envió a la Autoridad una carta de crédito por \$3,554,104.86 por el gas dejado de consumir durante los días 19 a 21 de septiembre de 2022 por el evento de fuerza mayor reclamado por la Autoridad. La Autoridad esta en el proceso de evaluar la nota de crédito y notificará a NFE cualquier asunto posterior según corresponda. Este crédito corresponde a la factura de septiembre de 2022 que es pagadera en octubre de 2022. Por lo tanto, si se concretara el crédito este sería a la factura y no a un pago ya realizado, lo cual entonces no significaría un crédito mediante “diferido” en la reconciliación futura y aplicable. Las comunicaciones y documentos relacionados a este asunto se incluyen como anejo A-1.

Nominaciones

Las nominaciones correspondientes y comunicaciones mencionadas anteriormente se incluyen como Anejo A-2



Anejo A-1



From: Richard W Cruz Franqui <RICHARD.CRUZ@PREPA.COM>
Sent: Friday, September 30, 2022 4:02 PM
To: legal@newfortressenergy.com; mbrasher@velaw.com
Cc: FERDINAND CORREA MENDEZ; Lorena Torres Miranda; Angel A. Perez Carrasquillo; Victor Ortiz
Perez; Radames J. Alvarado Bonilla; Lionel Santa Crispin; Jose L. Carrasco Arroyo; Josué Colón Ortiz;
Mary C Zapata Acosta; Marilyn Roman Morales; Maria Mercedes Aponte Morales; Hugal R. Rios Diaz;
Katuska Bolaños; Maralíz Vázquez; JANET C. REY LABORDE; Suzzette Christine Hestres Jimenez; Jorge
Cotto Perez; VILMARIE FONTANET-BATISTA
Subject: Notification of Force Majeure Event Hurricane Fiona and Claim of Carry Over Credit
Attachments: SJCC Hourly Schedule.pdf; SJCC 90 Day Schedule.pdf; Consumption vs forecast Month of
September 2022 Hurricane Fiona.pdf; Notification of Force Majeure Event Hurricane Fiona.pdf

Importance: High

Follow Up Flag: Follow up

Flag Status: Flagged

Mr. Chris Guinta:

The Puerto Rico Electric Power Authority ("PREPA"), makes reference to:

1. the Fuel Sale and Purchase Agreement between NFEnergia LLC (NFE) and PREPA dated March 5, 2019 (the "FSPA");
 2. the NDS[1] for the month of September 2022 sent by PREPA to NFE on August 5, 2022 (the "Sept. 2022 NDS");
 3. the San Juan 5&6 Hourly Schedule for the month of September 2022;
 4. the Daily Consumption vs. Forecast Report for September 2022 reflecting a difference in consumption of 590,132 MMBtu;
 5. clause 7.5(d) of the FSPA regarding Excess Nomination;
 6. clause 15 of the FSPA regarding Force Majeure;
 7. the Presidential Declaration of Emergency declared by President Biden[2]
- Pursuant to Clause 15.4 of the FSPA, PREPA hereby notifies NFE of a Force Majeure event

that has caused PREPA's performance of obligations to have been hindered.

Specifically, on

Sunday, September 18, 2022, Hurricane Fiona made landfall in Puerto Rico with maximum

winds of 100 mph, over 30 inches of rain in some areas and resulting in an island-wide blackout

that left millions of people without power[3]. On Wednesday, September 21, 2022, President

Biden approved a major disaster declaration for Puerto Rico. As a direct consequence

of Fiona,
various generating plants across Puerto Rico suffered damages and were unable to generate
the necessary amount of energy to supply the demand of Puerto Rico's consumers.
As a result of this Force Majeure event, PREPA was unable to use the Sept. 2022 NDS
previously submitted for the month of September 2022 during the days spanning
September 18
through 25, 2022. The daily consumption vs the forecast report for the month of
September
2022 reflected a difference of 590,132 MMBtu.
Pursuant to Clause 15.1 "[n]either Seller nor Buyer shall be liable for any failure
to perform or for
omission or delay in the performance of any of its obligations under this Agreement,
other than
the obligation to make payments of money when due, if and to the extent that the
affected
Party's performance is prevented, delayed or interfered with by an act, event or
circumstance, or
combinations of events or circumstances, whether of the kind described herein or
otherwise, that
is not reasonably within its control, such Party having acted as a Reasonable and
Prudent
Operator and which effects could not be prevented or overcome by the exercise of due
diligence
("Force Majeure")". Further, Clause 15.1(f) defines a Force Majeure event, among
others, as
"any act of God, lightning, storm, typhoon, hurricane, tornado, earthquake, fires,
floods,
tsunami, landslide, soil erosion, subsidence, washout, shipwreck, navigational and
maritime
perils, acts of any Governmental Authority or compliance with such acts; explosions,
acts of the
public enemy, wars (whether declared or undeclared), terrorism or threat thereof,
civil war,
piracy, civil and military disturbances, strikes, blockades, insurrections, riots,
epidemics and
quarantine restrictions; strike, lockout or other industrial disturbances involving
an enterprise
other than a Party, its transporter or its agents or sub-contractors in connection
with its
performance of this Agreement; radioactive contamination or ionizing radiation; or
breakdown or
unavailability of port facilities or port services (including the channel, tugs or
pilots)."(Emphasis
added).
Further Clause 7.5(d) of the FSPA states that "[t]o the extent that an Excess
Nomination is
caused by Force Majeure or a Forced Shutdown and Buyer pays for such Excess
Nomination
pursuant to Clause 7.5(b) (the "Credit Quantity"), Buyer shall be entitled to a

credit determined
by multiplying the Credit Quantity by the Fuel Price for the relevant month (a
"Carryover
Credit"), which may be applied to Buyer's payment obligations in the immediately
subsequent
three (3) months, on a first-in first-out basis. To the extent any Carryover Credit
is not applied to
Buyer's payment obligations in the three (3) months immediately following its
accrual, such
Carryover Credit shall expire.”
Pursuant to the dispositions of the FSPA cited above, and considering the effects of
the Force
Majeure event caused by Hurricane Fiona, PREPA hereby claims a Carryover Credit for
the
590,132 MMBtu of Natural Gas that PREPA was unable to use as a result of the Force
Majeure
event.

Cordially,

[1] Capitalized terms not defined in the communication shall be ascribed the meaning
provided to them in
the FSPA.

[2]
<https://www.fema.gov/es/press-release/20220921/president-joseph-r-biden-jr-approves-major-disaster-declaration-puerto-rico> Last accessed on September 30, 2022, at 11:51 am

[3]
<https://www.elnuevodia.com/noticias/locales/notas/el-huracan-fiona-provoca-un-apagon-general/> Last
accessed on September 30, 2022, at 11:56am.

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY



FUEL SALE AND PURCHASE AGREEMENT
BETWEEN PUERTO RICO ELECTRIC POWER AUTHORITY (BUYER)
AND NFENERGIA (SELLER)

SAN JUAN 5 & 6 HOURLY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly MMscf	MMBtu
9- 1-2022	1	2.65	2753
9- 1-2022	2	2.57	2674
9- 1-2022	3	2.48	2580
9- 1-2022	4	2.42	2520
9- 1-2022	5	2.42	2512
9- 1-2022	6	2.43	2531
9- 1-2022	7	2.47	2564
9- 1-2022	8	2.65	2753
9- 1-2022	9	2.65	2753
9- 1-2022	10	2.65	2753
9- 1-2022	11	2.65	2753
9- 1-2022	12	2.65	2753
9- 1-2022	13	2.65	2753
9- 1-2022	14	2.65	2753
9- 1-2022	15	2.65	2753
9- 1-2022	16	2.65	2753
9- 1-2022	17	2.65	2753
9- 1-2022	18	2.65	2753
9- 1-2022	19	2.65	2753
9- 1-2022	20	2.65	2753
9- 1-2022	21	2.65	2753
9- 1-2022	22	2.65	2753
9- 1-2022	23	2.65	2753
9- 1-2022	24	2.65	2753
9- 2-2022	1	2.65	2753
9- 2-2022	2	2.57	2674
9- 2-2022	3	2.43	2525
9- 2-2022	4	2.41	2508
9- 2-2022	5	2.41	2508
9- 2-2022	6	2.41	2509
9- 2-2022	8	2.57	2674
9- 2-2022	9	2.65	2753
9- 2-2022	10	2.65	2753
9- 2-2022	11	2.65	2753
9- 2-2022	12	2.65	2753
9- 2-2022	13	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly	MMRt..
9- 2-2022	14	2.65	2753
9- 2-2022	15	2.65	2753
9- 2-2022	16	2.65	2753
9- 2-2022	17	2.65	2753
9- 2-2022	18	2.65	2753
9- 2-2022	19	2.65	2753
9- 2-2022	20	2.65	2753
9- 2-2022	21	2.65	2753
9- 2-2022	22	2.65	2753
9- 2-2022	23	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMR+..
9- 2-2022	24	2.65	2753
9- 3-2022	1	2.65	2753
9- 3-2022	2	2.65	2753
9- 3-2022	3	2.49	2589
9- 3-2022	4	2.42	2518
9- 3-2022	5	2.41	2508
9- 3-2022	6	2.41	2508
9- 3-2022	7	2.41	2508
9- 3-2022	8	2.41	2508
9- 3-2022	9	2.41	2509
9- 3-2022	10	2.43	2526
9- 3-2022	11	2.43	2527
9- 3-2022	12	2.44	2534
9- 3-2022	13	2.55	2650
9- 3-2022	14	2.57	2674
9- 3-2022	15	2.57	2674
9- 3-2022	16	2.60	2702
9- 3-2022	17	2.65	2753
9- 3-2022	18	2.65	2753
9- 3-2022	19	2.65	2753
9- 3-2022	20	2.65	2753
9- 3-2022	21	2.65	2753
9- 3-2022	22	2.65	2753
9- 3-2022	23	2.65	2753
9- 3-2022	24	2.65	2753
9- 4-2022	1	2.57	2674
9- 4-2022	2	2.43	2525
9- 4-2022	3	2.41	2508
9- 4-2022	4	2.41	2508
9- 4-2022	5	2.41	2508
9- 4-2022	6	2.41	2508
9- 4-2022	7	2.41	2508
9- 4-2022	8	2.41	2508
9- 4-2022	9	2.41	2508
9- 4-2022	10	2.41	2508
9- 4-2022	11	2.41	2508
9- 4-2022	12	2.41	2508
9- 4-2022	13	2.41	2508
9- 4-2022	14	2.41	2508
9- 4-2022	15	2.41	2508
9- 4-2022	16	2.43	2525
9- 4-2022	17	2.47	2572
9- 4-2022	18	2.57	2674
9- 4-2022	19	2.65	2753
9- 4-2022	20	2.65	2753
9- 4-2022	21	2.65	2753
9- 4-2022	22	2.65	2753
9- 4-2022	23	2.65	2753
9- 4-2022	24	2.65	2753
9- 5-2022	1	2.57	2674
9- 5-2022	2	2.43	2522

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly	MMRt...
9- 5-2022	3	2.41	2508
9- 5-2022	4	2.41	2508
9- 5-2022	5	2.41	2508
9- 5-2022	6	2.41	2508
9- 5-2022	7	2.41	2508
9- 5-2022	8	2.44	2533
9- 5-2022	9	2.57	2674
9- 5-2022	10	2.65	2753
9- 5-2022	11	2.65	2753
9- 5-2022	12	2.65	2753
9- 5-2022	13	2.65	2753
9- 5-2022	14	2.65	2753
9- 5-2022	15	2.65	2753
9- 5-2022	16	2.65	2753
9- 5-2022	17	2.65	2753
9- 5-2022	18	2.65	2753
9- 5-2022	19	2.65	2753
9- 5-2022	20	2.65	2753
9- 5-2022	21	2.65	2753
9- 5-2022	22	2.65	2753
9- 5-2022	23	2.65	2753
9- 5-2022	24	2.65	2753
9- 6-2022	1	2.65	2753
9- 6-2022	2	2.57	2674
9- 6-2022	3	2.44	2534
9- 6-2022	4	2.42	2516
9- 6-2022	5	2.41	2508
9- 6-2022	6	2.44	2533
9- 6-2022	7	2.48	2580
9- 6-2022	8	2.65	2753
9- 6-2022	9	2.65	2753
9- 6-2022	10	2.65	2753
9- 6-2022	11	2.65	2753
9- 6-2022	12	2.65	2753
9- 6-2022	13	2.65	2753
9- 6-2022	14	2.65	2753
9- 6-2022	15	2.65	2753
9- 6-2022	16	2.65	2753
9- 6-2022	17	2.65	2753
9- 6-2022	18	2.65	2753
9- 6-2022	19	2.65	2753
9- 6-2022	20	2.65	2753
9- 6-2022	21	2.65	2753
9- 6-2022	22	2.65	2753
9- 6-2022	23	2.65	2753
9- 6-2022	24	2.65	2753
9- 7-2022	1	2.65	2753
9- 7-2022	2	2.65	2753
9- 7-2022	3	2.48	2580
9- 7-2022	4	2.42	2519
9- 7-2022	5	2.42	2514

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMP#...
9- 7-2022	6	2.44	2533
9- 7-2022	7	2.50	2597
9- 7-2022	8	2.65	2753
9- 7-2022	9	2.65	2753
9- 7-2022	10	2.65	2753
9- 7-2022	11	2.65	2753
9- 7-2022	12	2.65	2753
9- 7-2022	13	2.65	2753
9- 7-2022	14	2.65	2753
9- 7-2022	15	2.65	2753
9- 7-2022	16	2.65	2753
9- 7-2022	17	2.65	2753
9- 7-2022	18	2.65	2753
9- 7-2022	19	2.65	2753
9- 7-2022	20	2.65	2753
9- 7-2022	21	2.65	2753
9- 7-2022	22	2.65	2753
9- 7-2022	23	2.65	2753
9- 7-2022	24	2.65	2753
9- 8-2022	1	2.65	2753
9- 8-2022	2	2.65	2753
9- 8-2022	3	2.51	2606
9- 8-2022	4	2.43	2524
9- 8-2022	5	2.42	2518
9- 8-2022	6	2.44	2534
9- 8-2022	7	2.49	2589
9- 8-2022	8	2.65	2753
9- 8-2022	9	2.65	2753
9- 8-2022	10	2.65	2753
9- 8-2022	11	2.65	2753
9- 8-2022	12	2.65	2753
9- 8-2022	13	2.65	2753
9- 8-2022	14	2.65	2753
9- 8-2022	15	2.65	2753
9- 8-2022	16	2.65	2753
9- 8-2022	17	2.65	2753
9- 8-2022	18	2.65	2753
9- 8-2022	19	2.65	2753
9- 8-2022	20	2.65	2753
9- 8-2022	21	2.65	2753
9- 8-2022	22	2.65	2753
9- 8-2022	23	2.65	2753
9- 8-2022	24	2.65	2753
9- 9-2022	1	2.65	2753
9- 9-2022	2	2.57	2674
9- 9-2022	3	2.43	2524
9- 9-2022	4	2.41	2508
9- 9-2022	5	2.41	2508
9- 9-2022	6	2.41	2509
9- 9-2022	7	2.42	2518
9- 9-2022	8	2.57	2674

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly	MMRt
9- 9-2022	9	2.65	2753
9- 9-2022	10	2.65	2753
9- 9-2022	11	2.65	2753
9- 9-2022	12	2.65	2753
9- 9-2022	13	2.65	2753
9- 9-2022	14	2.65	2753
9- 9-2022	15	2.65	2753
9- 9-2022	16	2.65	2753
9- 9-2022	17	2.65	2753
9- 9-2022	18	2.65	2753
9- 9-2022	19	2.65	2753
9- 9-2022	20	2.65	2753
9- 9-2022	21	2.65	2753
9- 9-2022	22	2.65	2753
9- 9-2022	23	2.65	2753
9- 9-2022	24	2.65	2753
9-10-2022	1	2.65	2753
9-10-2022	2	2.65	2753
9-10-2022	3	2.51	2606
9-10-2022	4	2.43	2522
9-10-2022	5	2.41	2508
9-10-2022	6	2.41	2508
9-10-2022	7	2.41	2508
9-10-2022	8	2.41	2508
9-10-2022	9	2.41	2511
9-10-2022	10	2.43	2531
9-10-2022	11	2.49	2589
9-10-2022	12	2.56	2659
9-10-2022	13	2.57	2674
9-10-2022	14	2.57	2674
9-10-2022	15	2.57	2674
9-10-2022	16	2.65	2753
9-10-2022	17	2.65	2753
9-10-2022	18	2.65	2753
9-10-2022	19	2.65	2753
9-10-2022	20	2.65	2753
9-10-2022	21	2.65	2753
9-10-2022	22	2.65	2753
9-10-2022	23	2.65	2753
9-10-2022	24	2.65	2753
9-11-2022	1	2.65	2753
9-11-2022	2	2.45	2548
9-11-2022	3	2.41	2508
9-11-2022	4	2.41	2508
9-11-2022	5	2.41	2508
9-11-2022	6	2.41	2508
9-11-2022	7	2.41	2508
9-11-2022	8	2.41	2508
9-11-2022	9	2.41	2508
9-11-2022	10	2.41	2508
9-11-2022	11	2.41	2508

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly	MMRt...
9-11-2022	12	2.41	2508
9-11-2022	13	2.41	2508
9-11-2022	14	2.41	2508
9-11-2022	15	2.41	2508
9-11-2022	16	2.54	2641
9-11-2022	17	2.65	2753
9-11-2022	18	2.65	2753
9-11-2022	19	2.65	2753
9-11-2022	20	2.65	2753
9-11-2022	21	2.65	2753
9-11-2022	22	2.65	2753
9-11-2022	23	2.65	2753
9-11-2022	24	2.65	2753
9-12-2022	1	2.65	2753
9-12-2022	2	2.44	2540
9-12-2022	3	2.41	2508
9-12-2022	4	2.41	2508
9-12-2022	5	2.41	2508
9-12-2022	6	2.41	2508
9-12-2022	7	2.41	2508
9-12-2022	8	2.53	2632
9-12-2022	9	2.61	2713
9-12-2022	10	2.65	2753
9-12-2022	11	2.65	2753
9-12-2022	12	2.65	2753
9-12-2022	13	2.65	2753
9-12-2022	14	2.65	2753
9-12-2022	15	2.65	2753
9-12-2022	16	2.65	2753
9-12-2022	17	2.65	2753
9-12-2022	18	2.65	2753
9-12-2022	19	2.65	2753
9-12-2022	20	2.65	2753
9-12-2022	21	2.65	2753
9-12-2022	22	2.65	2753
9-12-2022	23	2.65	2753
9-12-2022	24	2.65	2753
9-13-2022	1	2.65	2753
9-13-2022	2	2.65	2753
9-13-2022	3	2.49	2589
9-13-2022	4	2.42	2522
9-13-2022	5	2.42	2514
9-13-2022	6	2.44	2533
9-13-2022	7	2.50	2597
9-13-2022	8	2.65	2753
9-13-2022	9	2.65	2753
9-13-2022	10	2.65	2753
9-13-2022	11	2.65	2753
9-13-2022	12	2.65	2753
9-13-2022	13	2.65	2753
9-13-2022	14	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMRt...
9-13-2022	15	2.65	2753
9-13-2022	16	2.65	2753
9-13-2022	17	2.65	2753
9-13-2022	18	2.65	2753
9-13-2022	19	2.65	2753
9-13-2022	20	2.65	2753
9-13-2022	21	2.65	2753
9-13-2022	22	2.65	2753
9-13-2022	23	2.65	2753
9-13-2022	24	2.65	2753
9-14-2022	1	2.65	2753
9-14-2022	2	2.65	2753
9-14-2022	3	2.50	2597
9-14-2022	4	2.43	2522
9-14-2022	5	2.42	2517
9-14-2022	6	2.44	2534
9-14-2022	7	2.52	2623
9-14-2022	8	2.65	2753
9-14-2022	9	2.65	2753
9-14-2022	10	2.65	2753
9-14-2022	11	2.65	2753
9-14-2022	12	2.65	2753
9-14-2022	13	2.65	2753
9-14-2022	14	2.65	2753
9-14-2022	15	2.65	2753
9-14-2022	16	2.65	2753
9-14-2022	17	2.65	2753
9-14-2022	18	2.65	2753
9-14-2022	19	2.65	2753
9-14-2022	20	2.65	2753
9-14-2022	21	2.65	2753
9-14-2022	22	2.65	2753
9-14-2022	23	2.65	2753
9-14-2022	24	2.65	2753
9-15-2022	1	2.65	2753
9-15-2022	2	2.65	2753
9-15-2022	3	2.51	2606
9-15-2022	4	2.43	2523
9-15-2022	5	2.42	2517
9-15-2022	6	2.44	2536
9-15-2022	7	2.53	2632
9-15-2022	8	2.65	2753
9-15-2022	9	2.65	2753
9-15-2022	10	2.65	2753
9-15-2022	11	2.65	2753
9-15-2022	12	2.65	2753
9-15-2022	13	2.65	2753
9-15-2022	14	2.65	2753
9-15-2022	15	2.65	2753
9-15-2022	16	2.65	2753
9-15-2022	17	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly	MMR+...
9-15-2022	18	2.65	2753
9-15-2022	19	2.65	2753
9-15-2022	20	2.65	2753
9-15-2022	21	2.65	2753
9-15-2022	22	2.65	2753
9-15-2022	23	2.65	2753
9-15-2022	24	2.65	2753
9-16-2022	1	2.65	2753
9-16-2022	2	2.57	2674
9-16-2022	3	2.43	2527
9-16-2022	4	2.41	2508
9-16-2022	5	2.41	2508
9-16-2022	6	2.41	2508
9-16-2022	7	2.42	2517
9-16-2022	8	2.57	2674
9-16-2022	9	2.65	2753
9-16-2022	10	2.65	2753
9-16-2022	11	2.65	2753
9-16-2022	12	2.65	2753
9-16-2022	13	2.65	2753
9-16-2022	14	2.65	2753
9-16-2022	15	2.65	2753
9-16-2022	16	2.65	2753
9-16-2022	17	2.65	2753
9-16-2022	18	2.65	2753
9-16-2022	19	2.65	2753
9-16-2022	20	2.65	2753
9-16-2022	21	2.65	2753
9-16-2022	22	2.65	2753
9-16-2022	23	2.65	2753
9-16-2022	24	2.65	2753
9-17-2022	1	2.65	2753
9-17-2022	2	2.65	2753
9-17-2022	3	2.49	2589
9-17-2022	4	2.42	2514
9-17-2022	5	2.41	2508
9-17-2022	6	2.41	2508
9-17-2022	7	2.41	2508
9-17-2022	8	2.41	2508
9-17-2022	9	2.42	2517
9-17-2022	10	2.47	2572
9-17-2022	11	2.57	2674
9-17-2022	12	2.57	2674
9-17-2022	13	2.57	2674
9-17-2022	14	2.57	2674
9-17-2022	15	2.57	2674
9-17-2022	16	2.57	2674
9-17-2022	17	2.65	2753
9-17-2022	18	2.65	2753
9-17-2022	19	2.65	2753
9-17-2022	20	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly	MMR+1
9-17-2022	21	2.65	2753
9-17-2022	22	2.65	2753
9-17-2022	23	2.65	2753
9-17-2022	24	2.65	2753
9-18-2022	1	2.65	2753
9-18-2022	2	2.43	2532
9-18-2022	3	2.41	2508
9-18-2022	4	2.41	2508
9-18-2022	5	2.41	2508
9-18-2022	6	2.41	2508
9-18-2022	7	2.41	2508
9-18-2022	8	2.41	2508
9-18-2022	9	2.41	2508
9-18-2022	10	2.41	2508
9-18-2022	11	2.41	2508
9-18-2022	12	2.41	2508
9-18-2022	13	2.41	2508
9-18-2022	14	2.41	2508
9-18-2022	15	2.42	2521
9-18-2022	16	2.54	2641
9-18-2022	17	2.57	2674
9-18-2022	18	2.65	2753
9-18-2022	19	2.65	2753
9-18-2022	20	2.65	2753
9-18-2022	21	2.65	2753
9-18-2022	22	2.65	2753
9-18-2022	23	2.65	2753
9-18-2022	24	2.65	2753
9-19-2022	1	2.61	2713
9-19-2022	2	2.44	2538
9-19-2022	3	2.41	2508
9-19-2022	4	2.41	2508
9-19-2022	5	2.41	2508
9-19-2022	6	2.41	2508
9-19-2022	7	2.41	2508
9-19-2022	8	2.56	2659
9-19-2022	9	2.60	2702
9-19-2022	10	2.65	2753
9-19-2022	11	2.65	2753
9-19-2022	12	2.65	2753
9-19-2022	13	2.65	2753
9-19-2022	14	2.65	2753
9-19-2022	15	2.65	2753
9-19-2022	16	2.65	2753
9-19-2022	17	2.65	2753
9-19-2022	18	2.65	2753
9-19-2022	19	2.65	2753
9-19-2022	20	2.65	2753
9-19-2022	21	2.65	2753
9-19-2022	22	2.65	2753
9-19-2022	23	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMR+1
9-19-2022	24	2.65	2753
9-20-2022	1	2.65	2753
9-20-2022	2	2.65	2753
9-20-2022	3	2.51	2614
9-20-2022	4	2.43	2523
9-20-2022	5	2.42	2518
9-20-2022	6	2.44	2536
9-20-2022	7	2.53	2632
9-20-2022	8	2.65	2753
9-20-2022	9	2.65	2753
9-20-2022	10	2.65	2753
9-20-2022	11	2.65	2753
9-20-2022	12	2.65	2753
9-20-2022	13	2.65	2753
9-20-2022	14	2.65	2753
9-20-2022	15	2.65	2753
9-20-2022	16	2.65	2753
9-20-2022	17	2.65	2753
9-20-2022	18	2.65	2753
9-20-2022	19	2.65	2753
9-20-2022	20	2.65	2753
9-20-2022	21	2.65	2753
9-20-2022	22	2.65	2753
9-20-2022	23	2.65	2753
9-20-2022	24	2.65	2753
9-21-2022	1	2.65	2753
9-21-2022	2	2.65	2753
9-21-2022	3	2.49	2589
9-21-2022	4	2.43	2522
9-21-2022	5	2.42	2517
9-21-2022	6	2.44	2535
9-21-2022	7	2.52	2623
9-21-2022	8	2.65	2753
9-21-2022	9	2.65	2753
9-21-2022	10	2.65	2753
9-21-2022	11	2.65	2753
9-21-2022	12	2.65	2753
9-21-2022	13	2.65	2753
9-21-2022	14	2.65	2753
9-21-2022	15	2.65	2753
9-21-2022	16	2.65	2753
9-21-2022	17	2.65	2753
9-21-2022	18	2.65	2753
9-21-2022	19	2.65	2753
9-21-2022	20	2.65	2753
9-21-2022	21	2.65	2753
9-21-2022	22	2.65	2753
9-21-2022	23	2.65	2753
9-21-2022	24	2.65	2753
9-22-2022	1	2.65	2753
9-22-2022	2	2.61	2713

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMRt..
9-22-2022	3	2.44	2538
9-22-2022	4	2.42	2517
9-22-2022	5	2.41	2508
9-22-2022	6	2.43	2528
9-22-2022	7	2.44	2538
9-22-2022	8	2.65	2753
9-22-2022	9	2.65	2753
9-22-2022	10	2.65	2753
9-22-2022	11	2.65	2753
9-22-2022	12	2.65	2753
9-22-2022	13	2.65	2753
9-22-2022	14	2.65	2753
9-22-2022	15	2.65	2753
9-22-2022	16	2.65	2753
9-22-2022	17	2.65	2753
9-22-2022	18	2.65	2753
9-22-2022	19	2.65	2753
9-22-2022	20	2.65	2753
9-22-2022	21	2.65	2753
9-22-2022	22	2.65	2753
9-22-2022	23	2.65	2753
9-22-2022	24	2.65	2753
9-23-2022	1	2.65	2753
9-23-2022	2	2.57	2674
9-23-2022	3	2.43	2523
9-23-2022	4	2.41	2508
9-23-2022	5	2.41	2508
9-23-2022	6	2.41	2508
9-23-2022	7	2.42	2514
9-23-2022	8	2.57	2674
9-23-2022	9	2.65	2753
9-23-2022	10	2.65	2753
9-23-2022	11	2.65	2753
9-23-2022	12	2.65	2753
9-23-2022	13	2.65	2753
9-23-2022	14	2.65	2753
9-23-2022	15	2.65	2753
9-23-2022	16	2.65	2753
9-23-2022	17	2.65	2753
9-23-2022	18	2.65	2753
9-23-2022	19	2.65	2753
9-23-2022	20	2.65	2753
9-23-2022	21	2.65	2753
9-23-2022	22	2.65	2753
9-23-2022	23	2.65	2753
9-23-2022	24	2.65	2753
9-24-2022	1	2.65	2753
9-24-2022	2	2.56	2659
9-24-2022	3	2.41	2508
9-24-2022	4	2.42	2514
9-24-2022	5	2.41	2508

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMR+..
9-24-2022	6	2.41	2508
9-24-2022	7	2.41	2508
9-24-2022	8	2.41	2508
9-24-2022	9	2.41	2511
9-24-2022	10	2.46	2556
9-24-2022	11	2.57	2674
9-24-2022	12	2.57	2674
9-24-2022	13	2.57	2674
9-24-2022	14	2.65	2753
9-24-2022	15	2.65	2753
9-24-2022	16	2.65	2753
9-24-2022	17	2.65	2753
9-24-2022	18	2.65	2753
9-24-2022	19	2.65	2753
9-24-2022	20	2.65	2753
9-24-2022	21	2.65	2753
9-24-2022	22	2.65	2753
9-24-2022	23	2.65	2753
9-24-2022	24	2.65	2753
9-25-2022	1	2.65	2753
9-25-2022	2	2.43	2532
9-25-2022	3	2.41	2508
9-25-2022	4	2.41	2508
9-25-2022	5	2.41	2508
9-25-2022	6	2.41	2508
9-25-2022	7	2.41	2508
9-25-2022	8	2.41	2508
9-25-2022	9	2.41	2508
9-25-2022	10	2.41	2508
9-25-2022	11	2.41	2508
9-25-2022	12	2.41	2508
9-25-2022	13	2.41	2508
9-25-2022	14	2.41	2508
9-25-2022	15	2.42	2520
9-25-2022	16	2.44	2536
9-25-2022	17	2.57	2674
9-25-2022	18	2.65	2753
9-25-2022	19	2.65	2753
9-25-2022	20	2.65	2753
9-25-2022	21	2.65	2753
9-25-2022	22	2.65	2753
9-25-2022	23	2.65	2753
9-25-2022	24	2.65	2753
9-26-2022	1	2.63	2732
9-26-2022	2	2.44	2540
9-26-2022	3	2.41	2508
9-26-2022	4	2.41	2508
9-26-2022	5	2.41	2508
9-26-2022	6	2.41	2508
9-26-2022	7	2.41	2508
9-26-2022	8	2.54	2641

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMR ₁₁
9-26-2022	9	2.63	2732
9-26-2022	10	2.65	2753
9-26-2022	11	2.65	2753
9-26-2022	12	2.65	2753
9-26-2022	13	2.65	2753
9-26-2022	14	2.65	2753
9-26-2022	15	2.65	2753
9-26-2022	16	2.65	2753
9-26-2022	17	2.65	2753
9-26-2022	18	2.65	2753
9-26-2022	19	2.65	2753
9-26-2022	20	2.65	2753
9-26-2022	21	2.65	2753
9-26-2022	22	2.65	2753
9-26-2022	23	2.65	2753
9-26-2022	24	2.65	2753
9-27-2022	1	2.65	2753
9-27-2022	2	2.64	2750
9-27-2022	3	2.48	2580
9-27-2022	4	2.42	2522
9-27-2022	5	2.42	2514
9-27-2022	6	2.44	2533
9-27-2022	7	2.47	2572
9-27-2022	8	2.65	2753
9-27-2022	9	2.65	2753
9-27-2022	10	2.65	2753
9-27-2022	11	2.65	2753
9-27-2022	12	2.65	2753
9-27-2022	13	2.65	2753
9-27-2022	14	2.65	2753
9-27-2022	15	2.65	2753
9-27-2022	16	2.65	2753
9-27-2022	17	2.65	2753
9-27-2022	18	2.65	2753
9-27-2022	19	2.65	2753
9-27-2022	20	2.65	2753
9-27-2022	21	2.65	2753
9-27-2022	22	2.65	2753
9-27-2022	23	2.65	2753
9-27-2022	24	2.65	2753
9-28-2022	1	2.65	2753
9-28-2022	2	2.57	2674
9-28-2022	3	2.44	2534
9-28-2022	4	2.41	2511
9-28-2022	5	2.41	2508
9-28-2022	6	2.43	2525
9-28-2022	7	2.44	2535
9-28-2022	8	2.65	2753
9-28-2022	9	2.65	2753
9-28-2022	10	2.65	2753
9-28-2022	11	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M		Sep-22	
Date	Hour	Hourly	MMR+...
9-28-2022	12	2.65	2753
9-28-2022	13	2.65	2753
9-28-2022	14	2.65	2753
9-28-2022	15	2.65	2753
9-28-2022	16	2.65	2753
9-28-2022	17	2.65	2753
9-28-2022	18	2.65	2753
9-28-2022	19	2.65	2753
9-28-2022	20	2.65	2753
9-28-2022	21	2.65	2753
9-28-2022	22	2.65	2753
9-28-2022	23	2.65	2753
9-28-2022	24	2.65	2753
9-29-2022	1	2.65	2753
9-29-2022	2	2.57	2674
9-29-2022	3	2.42	2517
9-29-2022	4	2.41	2508
9-29-2022	5	2.41	2508
9-29-2022	6	2.41	2508
9-29-2022	7	2.41	2508
9-29-2022	8	2.57	2674
9-29-2022	9	2.65	2753
9-29-2022	10	2.65	2753
9-29-2022	11	2.65	2753
9-29-2022	12	2.65	2753
9-29-2022	13	2.65	2753
9-29-2022	14	2.65	2753
9-29-2022	15	2.65	2753
9-29-2022	16	2.65	2753
9-29-2022	17	2.65	2753
9-29-2022	18	2.65	2753
9-29-2022	19	2.65	2753
9-29-2022	20	2.65	2753
9-29-2022	21	2.65	2753
9-29-2022	22	2.65	2753
9-29-2022	23	2.65	2753
9-29-2022	24	2.65	2753
9-30-2022	1	2.65	2753
9-30-2022	2	2.57	2674
9-30-2022	3	2.42	2516
9-30-2022	4	2.41	2508
9-30-2022	5	2.41	2508
9-30-2022	6	2.41	2508
9-30-2022	7	2.41	2508
9-30-2022	8	2.57	2674
9-30-2022	9	2.65	2753
9-30-2022	10	2.65	2753
9-30-2022	11	2.65	2753
9-30-2022	12	2.65	2753
9-30-2022	13	2.65	2753
9-30-2022	14	2.65	2753

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M Sep-22

Date	Hour	Hourly	MMRt..
9-30-2022	15	2.65	2753
9-30-2022	16	2.65	2753
9-30-2022	17	2.65	2753
9-30-2022	18	2.65	2753
9-30-2022	19	2.65	2753
9-30-2022	20	2.65	2753
9-30-2022	21	2.65	2753
9-30-2022	22	2.65	2753
9-30-2022	23	2.65	2753
9-30-2022	24	2.65	2753

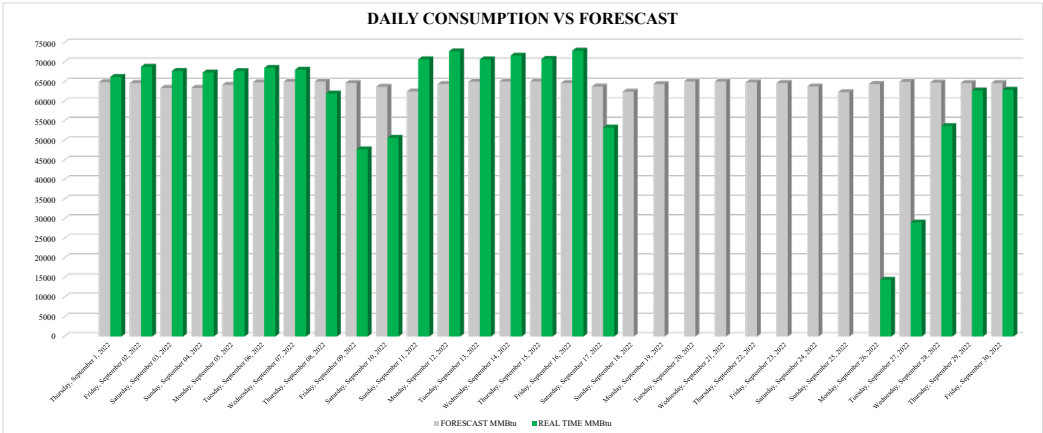
Total	1,856.37	1.93
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SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

Month M	Sep-22	
DAILY		
MMscf	MMBtu	
DAY		
Thursday, September 01, 2022	62.44	64940
Friday, September 02, 2022	62.23	64720
Saturday, September 03, 2022	61.03	63468
Sunday, September 04, 2022	61.03	63468
Monday, September 05, 2022	61.77	64242
Tuesday, September 06, 2022	62.41	64904
Wednesday, September 07, 2022	62.55	65056
Thursday, September 08, 2022	62.58	65082
Friday, September 09, 2022	62.23	64721
Saturday, September 10, 2022	61.30	63757
Sunday, September 11, 2022	60.16	62571
Monday, September 12, 2022	62.00	64476
Tuesday, September 13, 2022	62.56	65066
Wednesday, September 14, 2022	62.60	65105
Thursday, September 15, 2022	62.62	65125
Friday, September 16, 2022	62.23	64722
Saturday, September 17, 2022	61.35	63802
Sunday, September 18, 2022	60.09	62490
Monday, September 19, 2022	61.97	64450
Tuesday, September 20, 2022	62.63	65135
Wednesday, September 21, 2022	62.59	65097
Thursday, September 22, 2022	62.40	64900
Friday, September 23, 2022	62.23	64715
Saturday, September 24, 2022	61.39	63841
Sunday, September 25, 2022	59.98	62384
Monday, September 26, 2022	62.00	64483
Tuesday, September 27, 2022	62.53	65030
Wednesday, September 28, 2022	62.35	64845
Thursday, September 29, 2022	62.21	64703
Friday, September 30, 2022	62.21	64702
	1857.69	1.932 TBtu
Month M + 1	Oct-22	
		1.103 TBtu
Month M + 2	Nov-22	
		2.077 TBtu

GOVERNMENT OF PUERTO RICO					
PUERTO RICO ELECTRIC POWER AUTHORITY					
					
FUEL SALE AND PURCHASE AGREEMENT					
BETWEEN PUERTO RICO ELECTRIC POWER AUTHORITY (BUYER)					
AND NENERGY (SELLER)					
SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]					
Month M		Sep-22			
DAY	DAILY MMBtu	FORECAST MMBtu	REAL TIME MMBtu	DIFFERENCE MMBtu	
Thursday, September 1, 2022	62.44	64.940	66,270.00	(1,329.60)	
Friday, September 02, 2022	62.23	64.720	68,867.00	(4,167.17)	
Saturday, September 03, 2022	61.03	63.468	67,852.00	(4,388.40)	
Sunday, September 04, 2022	61.03	63.458	67,401.00	(3,933.40)	
Monday, September 05, 2022	61.77	64.242	67,789.00	(3,535.47)	
Tuesday, September 06, 2022	62.41	64.904	68,593.00	(3,688.52)	
Wednesday, September 07, 2022	62.55	65.058	68,124.00	(3,068.42)	
Thursday, September 08, 2022	62.98	65.082	62,477.00	3,005.13	
Friday, September 09, 2022	62.23	64.721	67,787.00	16,833.77	
Saturday, September 10, 2022	61.30	63.757	60,746.00	13,021.99	
Sunday, September 11, 2022	60.16	62.511	60,747.00	(8,200.70)	
Monday, September 12, 2022	62.00	64.476	72,809.00	(8,332.94)	
Tuesday, September 13, 2022	62.56	65.066	60,728.00	(1,069.64)	
Wednesday, September 14, 2022	62.60	65.105	71,728.00	(6,623.46)	
Thursday, September 15, 2022	62.62	65.126	70,803.00	(5,787.72)	
Friday, September 16, 2022	62.23	64.722	72,959.00	(4,273.98)	
Saturday, September 17, 2022	61.35	63.802	63,357.00	10,445.03	
Sunday, September 18, 2022	60.09	62.450		62,499.69	
Monday, September 19, 2022	61.97	64.450		64,449.67	
Tuesday, September 20, 2022	62.63	65.135		65,134.67	
Wednesday, September 21, 2022	62.59	65.097		65,097.06	
Thursday, September 22, 2022	62.40	64.900		64,899.76	
Friday, September 23, 2022	62.23	64.715		64,715.27	
Saturday, September 24, 2022	61.36	63.841		63,841.07	
Sunday, September 25, 2022	59.98	62.384		62,383.72	
Monday, September 26, 2022	62.00	64.463	14,460.00	50,003.20	
Tuesday, September 27, 2022	62.53	65.030	20,098.00	35,931.65	
Wednesday, September 28, 2022	62.35	64.845	63,783.00	11,122.40	
Thursday, September 29, 2022	62.21	64.703	62,421.00	1,882.07	
Friday, September 30, 2022	62.21	64.702	63,000.00	1,702.12	
		61.92	64400.00	60994.00	-19671.07
		1867.69	1.032	1.341960	-0.580
			Tbu	Tbu	Tbu

DIFFERENCE 590,132.000





GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

September 30, 2022

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

Attention: General Counsel
legal@newfortressenergy.com

Vison & Elkins LLP
1001 Fannin St., Ste. 2500
Houston, TX 77002

Attention: Mark Brasher
mbrasher@velaw.com

Re: Notification of Force Majeure Event Hurricane Fiona and Claim of Carry Over Credit
for Excess Nomination for the Month of September 2022

Mr. Chris Guinta:

The Puerto Rico Electric Power Authority (**PREPA**), makes reference to:

1. the Fuel Sale and Purchase Agreement between NFEnergia LLC (**NFE**) and PREPA dated March 5, 2019 (the **FSPA**);
2. the NDS¹ for the month of September 2022 sent by PREPA to NFE on August 5, 2022 (the "**Sept. 2022 NDS**");
3. the San Juan 5&6 Hourly Schedule for the month of September 2022;
4. the Daily Consumption vs. Forecast Report for September 2022 reflecting a difference in consumption of 590,132 MMBtu;
5. clause 7.5(d) of the FSPA regarding Excess Nomination;
6. clause 15 of the FSPA regarding Force Majeure;
7. the Presidential Declaration of Emergency declared by President Biden²

Pursuant to Clause 15.4 of the **FSPA**, **PREPA** hereby notifies **NFE** of a Force Majeure event that has caused PREPA's performance of obligations to have been hindered. Specifically, on Sunday, September 18, 2022, Hurricane Fiona made landfall in Puerto Rico with maximum winds of 100 mph, over 30 inches of rain in some areas and resulting in an island-wide blackout that left millions of people without power³. On Wednesday, September 21, 2022, President Biden approved a major disaster declaration for Puerto Rico. As a direct consequence of Fiona, various generating

¹ Capitalized terms not defined in the communication shall be ascribed the meaning provided to them in the FSPA.

² <https://www.fema.gov/es/press-release/20220921/president-joseph-r-biden-jr-approves-major-disaster-declaration-puerto-rico> Last accessed on September 30, 2022, at 11:51 am

³ <https://www.elnuevodia.com/noticias/locales/notas/el-huracan-fiona-provoca-un-apagon-general/> Last accessed on September 30, 2022, at 11:56am.



plants across Puerto Rico suffered damages and were unable to generate the necessary amount of energy to supply the demand of Puerto Rico's consumers.

As a result of this Force Majeure event, PREPA was unable to use the **Sept. 2022 NDS** previously submitted for the month of September 2022 during the days spanning September 18 through 25, 2022. The daily consumption vs the forecast report for the month of September 2022 reflected a difference of 590,132 MMBtu.

Pursuant to Clause 15.1 "[n]either Seller nor Buyer shall be liable for any failure to perform or for omission or delay in the performance of any of its obligations under this Agreement, other than the obligation to make payments of money when due, if and to the extent that the affected Party's performance is prevented, delayed or interfered with by an act, event or circumstance, or combinations of events or circumstances, whether of the kind described herein or otherwise, that is not reasonably within its control, such Party having acted as a Reasonable and Prudent Operator and which effects could not be prevented or overcome by the exercise of due diligence ("**Force Majeure**")". Further, Clause 15.1(f) defines a Force Majeure event, among others, as "any act of God, lightning, storm, typhoon, **hurricane**, tornado, earthquake, fires, floods, tsunami, landslide, soil erosion, subsidence, washout, shipwreck, navigational and maritime perils, acts of any Governmental Authority or compliance with such acts; explosions, acts of the public enemy, wars (whether declared or undeclared), terrorism or threat thereof, civil war, piracy, civil and military disturbances, strikes, blockades, insurrections, riots, epidemics and quarantine restrictions; strike, lockout or other industrial disturbances involving an enterprise other than a Party, its transporter or its agents or sub-contractors in connection with its performance of this Agreement; radioactive contamination or ionizing radiation; or breakdown or unavailability of port facilities or port services (including the channel, tugs or pilots)." (Emphasis added).

Further Clause 7.5(d) of the FSPA states that "[t]o the extent that an Excess Nomination is caused by Force Majeure or a Forced Shutdown and Buyer pays for such Excess Nomination pursuant to Clause 7.5(b) (the "**Credit Quantity**"), Buyer shall be entitled to a credit determined by multiplying the Credit Quantity by the Fuel Price for the relevant month (a "**Carryover Credit**"), which may be applied to Buyer's payment obligations in the immediately subsequent three (3) months, on a first-in first-out basis. To the extent any Carryover Credit is not applied to Buyer's payment obligations in the three (3) months immediately following its accrual, such Carryover Credit shall expire."

Pursuant to the dispositions of the FSPA cited above, and taking into account the effects of the Force Majeure event caused by Hurricane Fiona, PREPA hereby claims a **Carryover Credit** for the 590,132 MMBtu of Natural Gas that PREPA was unable to use as a result of the Force Majeure event.

Cordially,



Richard W. Cruz Franqui
Legal Affairs Director
Puerto Rico Electric Power Authority



CREDIT MEMO

NFEnergia LLC
111 W 19th Street, 8th Floor
New York, NY 10011
United States of America

Bill To
Puerto Rico Electric Power Authority P.O. Box 363928 San Juan Puerto Rico 00936-3928

Invoice Date	Due Date	Invoice
10/17/2022	1/15/2023	PREPA00030G-CM

Billing Period No.	Start date	End date	Contract Number
30	9/19/2022	9/21/2022	

Products & Other Charges	Quantity (MMBtu)	Price	Amount (US\$)
Description:			
Credit for Notice of Force Majeure due to Hurricane Fiona 9/19 - 9/21	194,682.00	\$18.256	(\$3,554,104.86)
Gas Cost:			
Gas Index Price	\$9.353		
(x) Factor	1.150		
Unit Fuel Cost	\$10.756		
(+) Unit Cost	\$7.500		
Gas Cost	\$18.256		
Total Invoice			(\$3,554,104.86)

Cash Wire Instructions - USD
Bank Name: BANK OF AMERICA, N.A. Bank Routing Number: 026009593 Beneficiary Account Name: NFENERGIA LLC Beneficiary Account Number: 4460 2662 6394

New Fortress Energy Contact
Janssen Tam (332)215-8574 jtam@newfortressenergy.com

Certification
We certify under penalty of nullity that no public servant of Buyer will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for the Services provided is the agreed-upon price that has been negotiated with an authorized representative of Buyer. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received.

Anejo A-2



From: Jorge Cotto Perez <JORGE.COTTO@prepa.com>
Sent: Wednesday, October 5, 2022 4:47 PM
To: Winnie Irizarry; Carlos Faris
Cc: Angel A. Perez Carrasquillo; FERDINAND CORREA MENDEZ; Hugal R. Rios Diaz;
Manuel Rios
Ramirez; Victor Ortiz Perez; Radames J. Alvarado Bonilla; Lorena Torres Miranda;
Anthony Vega Plúñez;
Suzzette Christine Hestres Jimenez; JANET C. REY LABORDE
Subject: Nominación de Gas Natural para SJ 5 y 6 para el mes de noviembre
2022
Attachments: SAN JUAN COMBINED CYCLE NINETY DAY PROGRAMME NOVEMBER 2022.pdf; SAN
JUAN COMBINED CYCLE NOVEMBER 2022 (HOURLY) PROGRAMME.pdf

Buanas tardes,

Adjunto la nominación para el mes de noviembre 2022.

Gracias,

Jorge L. Cotto Pérez, PE
Autoridad de Energía Eléctrica
Generación
Director Generación
787.521-1230
jorge.cotto@prepa.com
PO Box 364267
San Juan, PR 00936-4267

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY



FUEL SALE AND PURCHASE AGREEMENT
BETWEEN PUERTO RICO ELECTRIC POWER AUTHORITY (BUYER)
AND NFENERGIA (SELLER)

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND 10/5/2022	Month M <u>Nov-22</u>	
	DAY	DAILY MMscf MMBtu
	Tuesday, November 01, 2022	65.29 67902
	Wednesday, November 02, 2022	67.25 69941
	Thursday, November 03, 2022	67.42 70116
	Friday, November 04, 2022	67.42 70116
	Saturday, November 05, 2022	66.61 69273
	Sunday, November 06, 2022	66.87 69547
	Monday, November 07, 2022	67.24 69925
	Tuesday, November 08, 2022	67.94 70661
	Wednesday, November 09, 2022	67.91 70624
	Thursday, November 10, 2022	67.94 70653
	Friday, November 11, 2022	67.94 70661
	Saturday, November 12, 2022	66.71 69381
	Sunday, November 13, 2022	66.63 69297
	Monday, November 14, 2022	67.19 69876
	Tuesday, November 15, 2022	67.40 70093
	Wednesday, November 16, 2022	64.28 66851
	Thursday, November 17, 2022	64.40 66975
	Friday, November 18, 2022	65.67 68300
	Saturday, November 19, 2022	62.75 65259
	Sunday, November 20, 2022	62.90 65417
	Monday, November 21, 2022	65.22 67833
	Tuesday, November 22, 2022	64.64 67230
	Wednesday, November 23, 2022	63.67 66218
	Thursday, November 24, 2022	63.18 65712
	Friday, November 25, 2022	65.11 67710
	Saturday, November 26, 2022	62.90 65417
	Sunday, November 27, 2022	62.90 65417
	Monday, November 28, 2022	65.21 67821
	Tuesday, November 29, 2022	64.93 67527
	Wednesday, November 30, 2022	65.14 67747
		1970.67 2.050 TBtu
	Month M + 1 <u>Dec-22</u>	
		2.200 TBtu
	Month M + 2 <u>Jan-23</u>	
		2.200 TBtu

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY



FUEL SALE AND PURCHASE AGREEMENT
BETWEEN PUERTO RICO ELECTRIC POWER AUTHORITY (BUYER)
AND NFENERGIA (SELLER)

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND 10/5/2022	Month M <u>Nov-22</u>			
	Date	Hour	Hourly MMscf	MMBtu
	11/1/2022	1	2.56	2658
	11/1/2022	2	2.56	2658
	11/1/2022	3	2.56	2658
	11/1/2022	4	2.56	2658
	11/1/2022	5	2.56	2658
	11/1/2022	6	2.56	2658
	11/1/2022	7	2.56	2658
	11/1/2022	8	2.56	2658
	11/1/2022	9	2.56	2658
	11/1/2022	10	2.56	2658
	11/1/2022	11	2.56	2658
	11/1/2022	12	2.76	2875
	11/1/2022	13	2.87	2982
	11/1/2022	14	2.87	2982
	11/1/2022	15	2.87	2982
	11/1/2022	16	2.87	2982
	11/1/2022	17	2.87	2982
	11/1/2022	18	2.87	2982
	11/1/2022	19	2.87	2982
	11/1/2022	20	2.87	2982
	11/1/2022	21	2.87	2982
	11/1/2022	22	2.87	2982
	11/1/2022	23	2.87	2982
	11/1/2022	24	2.87	2982
	11/2/2022	1	2.56	2658
	11/2/2022	2	2.56	2658
	11/2/2022	3	2.61	2716
	11/2/2022	4	2.56	2658
	11/2/2022	5	2.56	2658
	11/2/2022	6	2.80	2912
	11/2/2022	8	2.87	2982
	11/2/2022	9	2.87	2982
	11/2/2022	10	2.87	2982
	11/2/2022	11	2.87	2982
	11/2/2022	12	2.87	2982
	11/2/2022	13	2.87	2982
	11/2/2022	14	2.87	2982
	11/2/2022	15	2.87	2982
	11/2/2022	16	2.87	2982
	11/2/2022	17	2.87	2982
	11/2/2022	18	2.87	2982
	11/2/2022	19	2.87	2982
	11/2/2022	20	2.87	2982
	11/2/2022	21	2.87	2982
	11/2/2022	22	2.87	2982
	11/2/2022	23	2.87	2982

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/2/2022	24	2.87	2982
	11/3/2022	1	2.80	2912
	11/3/2022	2	2.76	2875
	11/3/2022	3	2.56	2658
	11/3/2022	4	2.56	2658
	11/3/2022	5	2.56	2658
	11/3/2022	6	2.57	2673
	11/3/2022	7	2.87	2982
	11/3/2022	8	2.87	2982
	11/3/2022	9	2.87	2982
	11/3/2022	10	2.87	2982
	11/3/2022	11	2.87	2982
	11/3/2022	12	2.87	2982
	11/3/2022	13	2.87	2982
	11/3/2022	14	2.87	2982
	11/3/2022	15	2.87	2982
	11/3/2022	16	2.87	2982
	11/3/2022	17	2.87	2982
	11/3/2022	18	2.87	2982
	11/3/2022	19	2.87	2982
	11/3/2022	20	2.87	2982
	11/3/2022	21	2.87	2982
	11/3/2022	22	2.87	2982
	11/3/2022	23	2.87	2982
	11/3/2022	24	2.87	2982
	11/4/2022	1	2.87	2982
	11/4/2022	2	2.87	2982
	11/4/2022	3	2.66	2769
	11/4/2022	4	2.56	2658
	11/4/2022	5	2.56	2658
	11/4/2022	6	2.80	2912
	11/4/2022	7	2.87	2982
	11/4/2022	8	2.87	2982
	11/4/2022	9	2.87	2982
	11/4/2022	10	2.87	2982
	11/4/2022	11	2.87	2982
	11/4/2022	12	2.87	2982
	11/4/2022	13	2.87	2982
	11/4/2022	14	2.87	2982
	11/4/2022	15	2.87	2982
	11/4/2022	16	2.87	2982
	11/4/2022	17	2.87	2982
	11/4/2022	18	2.87	2982
	11/4/2022	19	2.87	2982
	11/4/2022	20	2.87	2982
	11/4/2022	21	2.87	2982
	11/4/2022	22	2.87	2982
	11/4/2022	23	2.87	2982
	11/4/2022	24	2.87	2982
	11/5/2022	1	2.87	2982
	11/5/2022	2	2.87	2982
	11/5/2022	3	2.56	2658
	11/5/2022	4	2.56	2658
	11/5/2022	5	2.56	2658
	11/5/2022	6	2.56	2658
	11/5/2022	7	2.56	2658
	11/5/2022	8	2.56	2658
	11/5/2022	9	2.56	2658
	11/5/2022	10	2.84	2950
	11/5/2022	11	2.87	2982
	11/5/2022	12	2.87	2982
	11/5/2022	13	2.87	2982
	11/5/2022	14	2.87	2982
	11/5/2022	15	2.87	2982
	11/5/2022	16	2.87	2982
	11/5/2022	17	2.87	2982
	11/5/2022	18	2.87	2982
	11/5/2022	19	2.87	2982

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/5/2022	20	2.87	2982
	11/5/2022	21	2.87	2982
	11/5/2022	22	2.87	2982
	11/5/2022	23	2.87	2982
	11/5/2022	24	2.87	2982
	11/6/2022	1	2.87	2982
	11/6/2022	2	2.87	2982
	11/6/2022	3	2.87	2982
	11/6/2022	4	2.73	2841
	11/6/2022	5	2.56	2658
	11/6/2022	6	2.56	2658
	11/6/2022	7	2.56	2658
	11/6/2022	8	2.56	2658
	11/6/2022	9	2.56	2658
	11/6/2022	10	2.64	2750
	11/6/2022	11	2.84	2950
	11/6/2022	12	2.87	2982
	11/6/2022	13	2.87	2982
	11/6/2022	14	2.87	2982
	11/6/2022	15	2.87	2982
	11/6/2022	16	2.87	2982
	11/6/2022	17	2.87	2982
	11/6/2022	18	2.87	2982
	11/6/2022	19	2.87	2982
	11/6/2022	20	2.87	2982
	11/6/2022	21	2.87	2982
	11/6/2022	22	2.87	2982
	11/6/2022	23	2.87	2982
	11/6/2022	24	2.87	2982
	11/7/2022	1	2.72	2825
	11/7/2022	2	2.68	2788
	11/7/2022	3	2.56	2658
	11/7/2022	4	2.56	2658
	11/7/2022	5	2.56	2658
	11/7/2022	6	2.56	2658
	11/7/2022	7	2.87	2982
	11/7/2022	8	2.87	2982
	11/7/2022	9	2.87	2982
	11/7/2022	10	2.87	2982
	11/7/2022	11	2.87	2982
	11/7/2022	12	2.87	2982
	11/7/2022	13	2.87	2982
	11/7/2022	14	2.87	2982
	11/7/2022	15	2.87	2982
	11/7/2022	16	2.87	2982
	11/7/2022	17	2.87	2982
	11/7/2022	18	2.87	2982
	11/7/2022	19	2.87	2982
	11/7/2022	20	2.87	2982
	11/7/2022	21	2.87	2982
	11/7/2022	22	2.87	2982
	11/7/2022	23	2.87	2982
	11/7/2022	24	2.87	2982
	11/8/2022	1	2.87	2982
	11/8/2022	2	2.87	2982
	11/8/2022	3	2.66	2769
	11/8/2022	4	2.56	2658
	11/8/2022	5	2.56	2658
	11/8/2022	6	2.82	2931
	11/8/2022	7	2.87	2982
	11/8/2022	8	2.87	2982
	11/8/2022	9	2.87	2982
	11/8/2022	10	2.87	2982
	11/8/2022	11	2.87	2982
	11/8/2022	12	2.87	2982
	11/8/2022	13	2.87	2982
	11/8/2022	14	2.87	2982
	11/8/2022	15	2.87	2982

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/8/2022	16	2.87	2982
	11/8/2022	17	2.87	2982
	11/8/2022	18	2.87	2982
	11/8/2022	19	2.87	2982
	11/8/2022	20	2.87	2982
	11/8/2022	21	2.87	2982
	11/8/2022	22	2.87	2982
	11/8/2022	23	2.87	2982
	11/8/2022	24	2.87	2982
	11/9/2022	1	2.87	2982
	11/9/2022	2	2.87	2982
	11/9/2022	3	2.66	2769
	11/9/2022	4	2.56	2658
	11/9/2022	5	2.56	2658
	11/9/2022	6	2.78	2894
	11/9/2022	7	2.87	2982
	11/9/2022	8	2.87	2982
	11/9/2022	9	2.87	2982
	11/9/2022	10	2.87	2982
	11/9/2022	11	2.87	2982
	11/9/2022	12	2.87	2982
	11/9/2022	13	2.87	2982
	11/9/2022	14	2.87	2982
	11/9/2022	15	2.87	2982
	11/9/2022	16	2.87	2982
	11/9/2022	17	2.87	2982
	11/9/2022	18	2.87	2982
	11/9/2022	19	2.87	2982
	11/9/2022	20	2.87	2982
	11/9/2022	21	2.87	2982
	11/9/2022	22	2.87	2982
	11/9/2022	23	2.87	2982
	11/9/2022	24	2.87	2982
	11/10/2022	1	2.87	2982
	11/10/2022	2	2.87	2982
	11/10/2022	3	2.65	2761
	11/10/2022	4	2.56	2658
	11/10/2022	5	2.56	2658
	11/10/2022	6	2.82	2931
	11/10/2022	7	2.87	2982
	11/10/2022	8	2.87	2982
	11/10/2022	9	2.87	2982
	11/10/2022	10	2.87	2982
	11/10/2022	11	2.87	2982
	11/10/2022	12	2.87	2982
	11/10/2022	13	2.87	2982
	11/10/2022	14	2.87	2982
	11/10/2022	15	2.87	2982
	11/10/2022	16	2.87	2982
	11/10/2022	17	2.87	2982
	11/10/2022	18	2.87	2982
	11/10/2022	19	2.87	2982
	11/10/2022	20	2.87	2982
	11/10/2022	21	2.87	2982
	11/10/2022	22	2.87	2982
	11/10/2022	23	2.87	2982
	11/10/2022	24	2.87	2982
	11/11/2022	1	2.87	2982
	11/11/2022	2	2.87	2982
	11/11/2022	3	2.68	2788
	11/11/2022	4	2.56	2658
	11/11/2022	5	2.56	2658
	11/11/2022	6	2.80	2912
	11/11/2022	7	2.87	2982
	11/11/2022	8	2.87	2982
	11/11/2022	9	2.87	2982
	11/11/2022	10	2.87	2982
	11/11/2022	11	2.87	2982

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/11/2022	12	2.87	2982
	11/11/2022	13	2.87	2982
	11/11/2022	14	2.87	2982
	11/11/2022	15	2.87	2982
	11/11/2022	16	2.87	2982
	11/11/2022	17	2.87	2982
	11/11/2022	18	2.87	2982
	11/11/2022	19	2.87	2982
	11/11/2022	20	2.87	2982
	11/11/2022	21	2.87	2982
	11/11/2022	22	2.87	2982
	11/11/2022	23	2.87	2982
	11/11/2022	24	2.87	2982
	11/12/2022	1	2.87	2982
	11/12/2022	2	2.87	2982
	11/12/2022	3	2.63	2734
	11/12/2022	4	2.56	2658
	11/12/2022	5	2.56	2658
	11/12/2022	6	2.56	2658
	11/12/2022	7	2.56	2658
	11/12/2022	8	2.56	2658
	11/12/2022	9	2.56	2658
	11/12/2022	10	2.87	2982
	11/12/2022	11	2.87	2982
	11/12/2022	12	2.87	2982
	11/12/2022	13	2.87	2982
	11/12/2022	14	2.87	2982
	11/12/2022	15	2.87	2982
	11/12/2022	16	2.87	2982
	11/12/2022	17	2.87	2982
	11/12/2022	18	2.87	2982
	11/12/2022	19	2.87	2982
	11/12/2022	20	2.87	2982
	11/12/2022	21	2.87	2982
	11/12/2022	22	2.87	2982
	11/12/2022	23	2.87	2982
	11/12/2022	24	2.87	2982
	11/13/2022	1	2.87	2982
	11/13/2022	2	2.87	2982
	11/13/2022	3	2.87	2982
	11/13/2022	4	2.68	2788
	11/13/2022	5	2.56	2658
	11/13/2022	6	2.56	2658
	11/13/2022	7	2.56	2658
	11/13/2022	8	2.56	2658
	11/13/2022	9	2.56	2658
	11/13/2022	10	2.61	2716
	11/13/2022	11	2.68	2788
	11/13/2022	12	2.87	2982
	11/13/2022	13	2.87	2982
	11/13/2022	14	2.87	2982
	11/13/2022	15	2.87	2982
	11/13/2022	16	2.87	2982
	11/13/2022	17	2.87	2982
	11/13/2022	18	2.87	2982
	11/13/2022	19	2.87	2982
	11/13/2022	20	2.87	2982
	11/13/2022	21	2.87	2982
	11/13/2022	22	2.87	2982
	11/13/2022	23	2.87	2982
	11/13/2022	24	2.87	2982
	11/14/2022	1	2.87	2982
	11/14/2022	2	2.56	2658
	11/14/2022	3	2.56	2658
	11/14/2022	4	2.56	2658
	11/14/2022	5	2.56	2658
	11/14/2022	6	2.56	2658
	11/14/2022	7	2.87	2982

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/14/2022	8	2.87	2982
	11/14/2022	9	2.87	2982
	11/14/2022	10	2.87	2982
	11/14/2022	11	2.87	2982
	11/14/2022	12	2.87	2982
	11/14/2022	13	2.87	2982
	11/14/2022	14	2.87	2982
	11/14/2022	15	2.87	2982
	11/14/2022	16	2.87	2982
	11/14/2022	17	2.79	2905
	11/14/2022	18	2.87	2982
	11/14/2022	19	2.87	2982
	11/14/2022	20	2.87	2982
	11/14/2022	21	2.87	2982
	11/14/2022	22	2.87	2982
	11/14/2022	23	2.87	2982
	11/14/2022	24	2.87	2982
	11/15/2022	1	2.87	2982
	11/15/2022	2	2.87	2982
	11/15/2022	3	2.56	2658
	11/15/2022	4	2.56	2658
	11/15/2022	5	2.56	2658
	11/15/2022	6	2.69	2798
	11/15/2022	7	2.87	2982
	11/15/2022	8	2.87	2982
	11/15/2022	9	2.87	2982
	11/15/2022	10	2.87	2982
	11/15/2022	11	2.87	2982
	11/15/2022	12	2.87	2982
	11/15/2022	13	2.87	2982
	11/15/2022	14	2.87	2982
	11/15/2022	15	2.87	2982
	11/15/2022	16	2.87	2982
	11/15/2022	17	2.87	2982
	11/15/2022	18	2.87	2982
	11/15/2022	19	2.87	2982
	11/15/2022	20	2.87	2982
	11/15/2022	21	2.87	2982
	11/15/2022	22	2.87	2982
	11/15/2022	23	2.87	2982
	11/15/2022	24	2.56	2658
	11/16/2022	1	2.56	2658
	11/16/2022	2	2.56	2658
	11/16/2022	3	2.56	2658
	11/16/2022	4	2.56	2658
	11/16/2022	5	2.56	2658
	11/16/2022	6	2.56	2658
	11/16/2022	7	2.56	2658
	11/16/2022	8	2.56	2658
	11/16/2022	9	2.56	2658
	11/16/2022	10	2.56	2658
	11/16/2022	11	2.56	2658
	11/16/2022	12	2.66	2769
	11/16/2022	13	2.56	2658
	11/16/2022	14	2.72	2825
	11/16/2022	15	2.78	2894
	11/16/2022	16	2.82	2931
	11/16/2022	17	2.87	2982
	11/16/2022	18	2.87	2982
	11/16/2022	19	2.87	2982
	11/16/2022	20	2.87	2982
	11/16/2022	21	2.87	2982
	11/16/2022	22	2.87	2982
	11/16/2022	23	2.87	2982
	11/16/2022	24	2.56	2658
	11/17/2022	1	2.56	2658
	11/17/2022	2	2.56	2658
	11/17/2022	3	2.56	2658

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/17/2022	4	2.56	2658
	11/17/2022	5	2.56	2658
	11/17/2022	6	2.56	2658
	11/17/2022	7	2.56	2658
	11/17/2022	8	2.56	2658
	11/17/2022	9	2.56	2658
	11/17/2022	10	2.56	2658
	11/17/2022	11	2.56	2658
	11/17/2022	12	2.63	2734
	11/17/2022	13	2.63	2734
	11/17/2022	14	2.75	2857
	11/17/2022	15	2.78	2894
	11/17/2022	16	2.87	2982
	11/17/2022	17	2.87	2982
	11/17/2022	18	2.87	2982
	11/17/2022	19	2.87	2982
	11/17/2022	20	2.87	2982
	11/17/2022	21	2.87	2982
	11/17/2022	22	2.87	2982
	11/17/2022	23	2.87	2982
	11/17/2022	24	2.56	2658
	11/18/2022	1	2.56	2658
	11/18/2022	2	2.56	2658
	11/18/2022	3	2.56	2658
	11/18/2022	4	2.56	2658
	11/18/2022	5	2.56	2658
	11/18/2022	6	2.56	2658
	11/18/2022	7	2.56	2658
	11/18/2022	8	2.56	2658
	11/18/2022	9	2.56	2658
	11/18/2022	10	2.87	2982
	11/18/2022	11	2.84	2950
	11/18/2022	12	2.87	2982
	11/18/2022	13	2.87	2982
	11/18/2022	14	2.87	2982
	11/18/2022	15	2.87	2982
	11/18/2022	16	2.87	2982
	11/18/2022	17	2.87	2982
	11/18/2022	18	2.87	2982
	11/18/2022	19	2.87	2982
	11/18/2022	20	2.87	2982
	11/18/2022	21	2.87	2982
	11/18/2022	22	2.87	2982
	11/18/2022	23	2.87	2982
	11/18/2022	24	2.56	2658
	11/19/2022	1	2.56	2658
	11/19/2022	2	2.56	2658
	11/19/2022	3	2.56	2658
	11/19/2022	4	2.56	2658
	11/19/2022	5	2.56	2658
	11/19/2022	6	2.56	2658
	11/19/2022	7	2.56	2658
	11/19/2022	8	2.56	2658
	11/19/2022	9	2.56	2658
	11/19/2022	10	2.56	2658
	11/19/2022	11	2.56	2658
	11/19/2022	12	2.56	2658
	11/19/2022	13	2.56	2658
	11/19/2022	14	2.56	2658
	11/19/2022	15	2.56	2658
	11/19/2022	16	2.56	2658
	11/19/2022	17	2.56	2658
	11/19/2022	18	2.56	2658
	11/19/2022	19	2.87	2982
	11/19/2022	20	2.87	2982
	11/19/2022	21	2.87	2982
	11/19/2022	22	2.87	2982
	11/19/2022	23	2.72	2825

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/19/2022	24	2.56	2658
	11/20/2022	1	2.56	2658
	11/20/2022	2	2.56	2658
	11/20/2022	3	2.56	2658
	11/20/2022	4	2.56	2658
	11/20/2022	5	2.56	2658
	11/20/2022	6	2.56	2658
	11/20/2022	7	2.56	2658
	11/20/2022	8	2.56	2658
	11/20/2022	9	2.56	2658
	11/20/2022	10	2.56	2658
	11/20/2022	11	2.56	2658
	11/20/2022	12	2.56	2658
	11/20/2022	13	2.56	2658
	11/20/2022	14	2.56	2658
	11/20/2022	15	2.56	2658
	11/20/2022	16	2.56	2658
	11/20/2022	17	2.56	2658
	11/20/2022	18	2.56	2658
	11/20/2022	19	2.87	2982
	11/20/2022	20	2.87	2982
	11/20/2022	21	2.87	2982
	11/20/2022	22	2.87	2982
	11/20/2022	23	2.87	2982
	11/20/2022	24	2.56	2658
	11/21/2022	1	2.56	2658
	11/21/2022	2	2.56	2658
	11/21/2022	3	2.56	2658
	11/21/2022	4	2.56	2658
	11/21/2022	5	2.56	2658
	11/21/2022	6	2.56	2658
	11/21/2022	7	2.56	2658
	11/21/2022	8	2.56	2658
	11/21/2022	9	2.56	2658
	11/21/2022	10	2.56	2658
	11/21/2022	11	2.70	2806
	11/21/2022	12	2.87	2982
	11/21/2022	13	2.87	2982
	11/21/2022	14	2.87	2982
	11/21/2022	15	2.87	2982
	11/21/2022	16	2.87	2982
	11/21/2022	17	2.87	2982
	11/21/2022	18	2.87	2982
	11/21/2022	19	2.87	2982
	11/21/2022	20	2.87	2982
	11/21/2022	21	2.87	2982
	11/21/2022	22	2.87	2982
	11/21/2022	23	2.87	2982
	11/21/2022	24	2.56	2658
	11/22/2022	1	2.56	2658
	11/22/2022	2	2.56	2658
	11/22/2022	3	2.56	2658
	11/22/2022	4	2.56	2658
	11/22/2022	5	2.56	2658
	11/22/2022	6	2.56	2658
	11/22/2022	7	2.56	2658
	11/22/2022	8	2.56	2658
	11/22/2022	9	2.56	2658
	11/22/2022	10	2.56	2658
	11/22/2022	11	2.56	2658
	11/22/2022	12	2.60	2700
	11/22/2022	13	2.78	2894
	11/22/2022	14	2.85	2968
	11/22/2022	15	2.87	2982
	11/22/2022	16	2.87	2982
	11/22/2022	17	2.87	2982
	11/22/2022	18	2.87	2982
	11/22/2022	19	2.87	2982

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/22/2022	20	2.87	2982
	11/22/2022	21	2.87	2982
	11/22/2022	22	2.87	2982
	11/22/2022	23	2.80	2912
	11/22/2022	24	2.56	2658
	11/23/2022	1	2.56	2658
	11/23/2022	2	2.56	2658
	11/23/2022	3	2.56	2658
	11/23/2022	4	2.56	2658
	11/23/2022	5	2.56	2658
	11/23/2022	6	2.56	2658
	11/23/2022	7	2.56	2658
	11/23/2022	8	2.56	2658
	11/23/2022	9	2.56	2658
	11/23/2022	10	2.56	2658
	11/23/2022	11	2.56	2658
	11/23/2022	12	2.56	2658
	11/23/2022	13	2.56	2658
	11/23/2022	14	2.56	2658
	11/23/2022	15	2.61	2716
	11/23/2022	16	2.78	2894
	11/23/2022	17	2.85	2968
	11/23/2022	18	2.87	2982
	11/23/2022	19	2.87	2982
	11/23/2022	20	2.87	2982
	11/23/2022	21	2.87	2982
	11/23/2022	22	2.87	2982
	11/23/2022	23	2.75	2857
	11/23/2022	24	2.56	2658
	11/24/2022	1	2.56	2658
	11/24/2022	2	2.56	2658
	11/24/2022	3	2.56	2658
	11/24/2022	4	2.56	2658
	11/24/2022	5	2.56	2658
	11/24/2022	6	2.56	2658
	11/24/2022	7	2.56	2658
	11/24/2022	8	2.56	2658
	11/24/2022	9	2.56	2658
	11/24/2022	10	2.56	2658
	11/24/2022	11	2.56	2658
	11/24/2022	12	2.56	2658
	11/24/2022	13	2.56	2658
	11/24/2022	14	2.56	2658
	11/24/2022	15	2.56	2658
	11/24/2022	16	2.56	2658
	11/24/2022	17	2.64	2750
	11/24/2022	18	2.78	2894
	11/24/2022	19	2.87	2982
	11/24/2022	20	2.87	2982
	11/24/2022	21	2.87	2982
	11/24/2022	22	2.87	2982
	11/24/2022	23	2.84	2950
	11/24/2022	24	2.56	2658
	11/25/2022	1	2.56	2658
	11/25/2022	2	2.56	2658
	11/25/2022	3	2.56	2658
	11/25/2022	4	2.56	2658
	11/25/2022	5	2.56	2658
	11/25/2022	6	2.56	2658
	11/25/2022	7	2.56	2658
	11/25/2022	8	2.56	2658
	11/25/2022	9	2.56	2658
	11/25/2022	10	2.56	2658
	11/25/2022	11	2.63	2734
	11/25/2022	12	2.82	2931
	11/25/2022	13	2.87	2982
	11/25/2022	14	2.87	2982
	11/25/2022	15	2.87	2982

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

DATE SEND	Month M		Nov-22	
	Date	Hour	Hourly	MMR+11
	11/25/2022	16	2.87	2982
	11/25/2022	17	2.87	2982
	11/25/2022	18	2.87	2982
	11/25/2022	19	2.87	2982
	11/25/2022	20	2.87	2982
	11/25/2022	21	2.87	2982
	11/25/2022	22	2.87	2982
	11/25/2022	23	2.87	2982
	11/25/2022	24	2.56	2658
	11/26/2022	1	2.56	2658
	11/26/2022	2	2.56	2658
	11/26/2022	3	2.56	2658
	11/26/2022	4	2.56	2658
	11/26/2022	5	2.56	2658
	11/26/2022	6	2.56	2658
	11/26/2022	7	2.56	2658
	11/26/2022	8	2.56	2658
	11/26/2022	9	2.56	2658
	11/26/2022	10	2.56	2658
	11/26/2022	11	2.56	2658
	11/26/2022	12	2.56	2658
	11/26/2022	13	2.56	2658
	11/26/2022	14	2.56	2658
	11/26/2022	15	2.56	2658
	11/26/2022	16	2.56	2658
	11/26/2022	17	2.56	2658
	11/26/2022	18	2.56	2658
	11/26/2022	19	2.87	2982
	11/26/2022	20	2.87	2982
	11/26/2022	21	2.87	2982
	11/26/2022	22	2.87	2982
	11/26/2022	23	2.87	2982
	11/26/2022	24	2.56	2658
	11/27/2022	1	2.56	2658
	11/27/2022	2	2.56	2658
	11/27/2022	3	2.56	2658
	11/27/2022	4	2.56	2658
	11/27/2022	5	2.56	2658
	11/27/2022	6	2.56	2658
	11/27/2022	7	2.56	2658
	11/27/2022	8	2.56	2658
	11/27/2022	9	2.56	2658
	11/27/2022	10	2.56	2658
	11/27/2022	11	2.56	2658
	11/27/2022	12	2.56	2658
	11/27/2022	13	2.56	2658
	11/27/2022	14	2.56	2658
	11/27/2022	15	2.56	2658
	11/27/2022	16	2.56	2658
	11/27/2022	17	2.56	2658
	11/27/2022	18	2.56	2658
	11/27/2022	19	2.87	2982
	11/27/2022	20	2.87	2982
	11/27/2022	21	2.87	2982
	11/27/2022	22	2.87	2982
	11/27/2022	23	2.87	2982
	11/27/2022	24	2.56	2658
	11/28/2022	1	2.56	2658
	11/28/2022	2	2.56	2658
	11/28/2022	3	2.56	2658
	11/28/2022	4	2.56	2658
	11/28/2022	5	2.56	2658
	11/28/2022	6	2.56	2658
	11/28/2022	7	2.56	2658
	11/28/2022	8	2.56	2658
	11/28/2022	9	2.56	2658
	11/28/2022	10	2.66	2769
	11/28/2022	11	2.58	2684

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

[illegible]

SAN JUAN 5 & 6 NINETY DAY SCHEDULE [Clause 7.4 (a)(iv)]*

		Month M	Nov-22	
DATE SEND	Date	Hour	Hourly	MMR+11
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
	1/0/1900	0	0.00	0
		Total	1,971.18	2.050

Anejo B



Naturgy Aprovevisionamientos, S.A. y Costa Sur 5 y 6

Respuesta:

Crédito por Shortfall de Q3

El pasado 11 de octubre de 2022, Naturgy Aprovevisionamientos, S.A. (“Naturgy”) envió a la Autoridad una propuesta de crédito de \$13,272,517.94 por la penalidad de *shortfall* por falta de entrega de gas incurrida durante los meses de julio, agosto y septiembre de 2022 (“Q3”). Si la Autoridad confirma que la cuantía que notifica Naturgy como crédito es correcta, procederá a informar a Naturgy que procede que se expida una nota de crédito por \$13,272,517.94 a favor de la Autoridad.

La comunicación de Naturgy y los anejos a la misma se incluyen como Anejo B-1.

Daños al terminal de Eco Eléctrica

Como consecuencia de Fiona, el terminal de recibo de gas natural en Eco Eléctrica sufrió daños. Tres juntas de expansión criogénicas que se averiaron. Dentro de esa situación, Eco Eléctrica consiguió los materiales, se hicieron las instalaciones y se realizaron las pruebas las cuales fueron positivas y señalaban que se podía continuar la operación. El Coast Guard autorizó la operación del terminal el 13 de octubre de 2022. Sin embargo, la barcaza que tenía el gas nominado para Eco Eléctrica tenía su entrega coordinada para el momento en el cual el terminal estaba fuera de servicio. Desde que la Autoridad advino en conocimiento de la situación comenzaron negociaciones con Naturgy, Eco Eléctrica y otros distribuidores y vendedores de gas para conseguir otra barcaza que pudiera entregar gas durante la fecha en que estaba previsto que el terminal regresaría a servicio. Durante esas negociaciones, Naturgy identificó que AES Andrés DR S.A. (AES) tenía una barcaza compatible con el terminal de Eco Eléctrica y podría descargar gas.

Según el consumo durante la situación antes descrita, se estimó que el terminal saldría de servicio por falta de combustible el viernes, 14 de octubre de 2022, luego del pico de la noche.

Así las cosas, la Autoridad y Naturgy trabajaban de manera paralela con negociaciones para que se eximiera de las limitaciones aplicables por la Ley Jones 1920 a la transacción que significaría que el gas pudiera ser entregado en Puerto Rico. Aunque el barco salió originalmente de Estados Unidos, estaba en el ‘hub’ de gas natural de AES en República Dominicana antes de encaminarse hacia Puerto Rico. El 14 de octubre de 2022, Naturgy envió al Gobierno de los Estados Unidos solicitud para que se le eximiera de las limitaciones impuestas por el barco que no es de bandera de los Estados Unidos pudiera atracar en Puerto Rico para entregar el gas que se necesitaba.

El 14 de octubre del 2022, luego de que la Junta de Supervisión y Administración Financiera para Puerto Rico aprobará que la Autoridad contratara con Naturgy para que se asegurara el descargue del gas necesario para continuar la operación de Eco Eléctrica, se procedió con la



firma de un *side letter* para enmendar el contrato y habilitar el negocio de la entrega del gas que AES llevaría al terminal de Eco Eléctrica. La enmienda comprende que la Autoridad pagaría un aproximado de \$24,758,166 a Naturgy por la entrega del gas.

El 16 de octubre de 2022, el secretario de Seguridad Interna de los Estados Unidos, Alejandro Mayorkas notificó que aprobó una dispensa en las normas federales de cabotaje para que un barco de bandera de las Islas Marshall, el Methane Princess, pudiera descargar gas natural en Puerto Rico.

El lunes 17 de octubre de 2022, el barco Methane Princess desembarcó gas natural en Guayanilla en el terminal de Eco Eléctrica. Este barco entregó a la Autoridad un total de 30 mil metros cúbicos de gas natural. Todos los documentos aquí mencionados se incluyen como Anejo B-2.

Force Majeure

El 11 de octubre de 2022, la Autoridad envió a Naturgy una notificación de *force majeure* bajo el contrato. Según la misma, el evento de fuerza mayor no permitió que la Autoridad cumpliera con ciertas obligaciones contractuales, entre las cuales está el cumplimiento con las disposiciones relacionadas a Annual Delivery Programme y Annual Contract Quantity. A la preparación de este reporte Naturgy no ha presentado respuesta a la misiva. La carta se incluye como Anejo B-3.

Nominaciones

Las nominaciones de gas para suplir el combustible a Costa Sur y Eco Eléctrica para el mes de octubre de 2022 se incluyen como Anejo B-4.



Anejo B-1



From: Meugniot Camacho, Jose Joaquín Amador <jmeugniot@naturgy.com>
Sent: Tuesday, October 11, 2022 8:46 AM
To: Lorena Torres Miranda
Cc: Diez Rodriguez, Ines; Navarro Morente, Esther; Martin Muñoz, Ignacio; Figuerola Lopez, Rodrigo; Martin Gomez, Daniel; Richard W Cruz Franqui; Lionel Santa Crispin; Katiuska Bolaños; Maria Mercedes Aponte Morales; Josué Colón Ortiz; Figueroa Velez, Yaritza; Jose L. Carrasco Arroyo
Subject: Payment of Costa Sur Shortfall Quantity for Q3 2022
Attachments: PREPA - SHORTFALL Q3-2022.xlsx; RE: Nominaciones Gas Natural Julio, Agosto y Septiembre 2022; RE: Nominations August, September, October 2022 - Costa Sur + Ecoeléctrica; RE: Nominations September, October, November 2022 - Costa Sur + Ecoeléctrica

Follow Up Flag: Follow up
Flag Status: Flagged

Dear all,

Following our communications, please find attached our calculations regarding the liquidated damages for the quantities not delivered in Costa Sur in Q3 2022 under the contract between NASA and PREPA, resulting in a total amount of \$13,272,517.94.

Please kindly note that the Costa Sur Seller Shortfall Quantity shall be calculated (except for cases of an event of Force Majeure or attributable to the Buyer) as the difference between the Binding Monthly Schedule quantity and the monthly quantity provided for consumption by NASA in response to the PREPA's NDS or the monthly quantity delivered if greater than the monthly quantity provided (find attached NDS response).

Please confirm the calculations for us to proceed to send you a credit note for the liquidated damages in Q3 2022.

Regards,

Joaquin Meugniot
Naturgy Aprovisionamientos, S.A.
LNG Business Unit
jmeugniot@naturgy.com
VIG Tower
1225 Ave Ponce de Leon Suite MZ-02
San Juan, PR 00907

Phone: 1.787.758.3238 | Mobile: 1.787.455.0038
<http://www.naturgy.com>

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[illegible]

Q3 C5 Seller Shortfall Q	4,851,047
Q3 Average Prompt CP	18.24
Q3 C5 Shortfall Price 15%	2.74
Q3 C5 Shortfall Payment	\$13,772,537.94

0.5% Dlvd US Atlantic Coast barge		
	Dia publicacion	\$/barrel
5	1-Jul-22	139.570
6	2-Jul-22	139.570
7	3-Jul-22	139.570
1	4-Jul-22	139.570
2	5-Jul-22	131.930
3	6-Jul-22	128.500
4	7-Jul-22	129.090
5	8-Jul-22	130.940
6	9-Jul-22	130.940
7	10-Jul-22	130.940
1	11-Jul-22	131.930
2	12-Jul-22	124.210
3	13-Jul-22	124.690
4	14-Jul-22	123.110
5	15-Jul-22	124.610
6	16-Jul-22	124.610
7	17-Jul-22	124.610
1	18-Jul-22	129.020
2	19-Jul-22	128.940
3	20-Jul-22	126.890
4	21-Jul-22	122.200
5	22-Jul-22	120.160
6	23-Jul-22	120.160
7	24-Jul-22	120.160
1	25-Jul-22	120.350
2	26-Jul-22	121.540
3	27-Jul-22	124.020
4	28-Jul-22	123.660
6	29-Jul-22	126.970
7	30-Jul-22	126.970
7	31-Jul-22	126.970
1	1-Aug-22	122.440
2	2-Aug-22	121.140
3	3-Aug-22	118.460
4	4-Aug-22	115.670
5	5-Aug-22	116.020
6	6-Aug-22	116.020
7	7-Aug-22	116.020
1	8-Aug-22	117.720
2	9-Aug-22	117.440
3	10-Aug-22	119.570
4	11-Aug-22	121.690
5	12-Aug-22	119.690
6	13-Aug-22	119.690
7	14-Aug-22	119.690
1	15-Aug-22	114.020
2	16-Aug-22	111.610
3	17-Aug-22	112.990
4	18-Aug-22	114.090
5	19-Aug-22	114.530
6	20-Aug-22	114.530
7	21-Aug-22	114.530
1	22-Aug-22	114.450

	Fuel Marino	AVG*(1-1,815%)	Promedio Trimestral
	\$/barrel	(\$/MMBtu)	(\$/MMBtu)
Jul-22	127.648	19.89	18.24
Aug-22	117.285	18.28	
Sep-22	106.144	16.54	

2	23-Aug-22	117.910
3	24-Aug-22	119.920
4	25-Aug-22	118.070
5	26-Aug-22	118.460
6	27-Aug-22	118.460
7	28-Aug-22	118.460
1	29-Aug-22	121.890
2	30-Aug-22	116.930
3	31-Aug-22	113.740
4	1-Sep-22	108.900
5	2-Sep-22	110.390
6	3-Sep-22	110.390
7	4-Sep-22	110.390
1	5-Sep-22	110.390
2	6-Sep-22	110.510
3	7-Sep-22	104.960
4	8-Sep-22	106.140
5	9-Sep-22	109.720
6	10-Sep-22	109.720
7	11-Sep-22	109.720
1	12-Sep-22	110.550
2	13-Sep-22	110.080
3	14-Sep-22	110.430
4	15-Sep-22	105.510
5	16-Sep-22	106.260
6	17-Sep-22	106.260
7	18-Sep-22	106.260
1	19-Sep-22	107.130
2	20-Sep-22	105.710
3	21-Sep-22	104.410
4	22-Sep-22	105.710
5	23-Sep-22	100.980
6	24-Sep-22	100.980
7	25-Sep-22	100.980
1	26-Sep-22	97.360
2	27-Sep-22	98.820
3	28-Sep-22	102.440
4	29-Sep-22	102.830
5	30-Sep-22	100.390

From: Martin Gomez, Daniel <dmarting@naturgy.com>
Sent: Wednesday, June 15, 2022 8:58 AM
To: Edwin Barbosa Viera; Hugal R. Rios Diaz; Jorge Cotto Perez; Angel A. Perez Carrasquillo;
FERDINAND CORREA MENDEZ; Manuel Rios Ramirez; Hector L Lopez Castellar; Miguel Angel Beauchamp
Ramos; Zulma E. Rodriguez Gonzalez
Cc: Navarro Morente, Esther; Meugniot Camacho, Jose Joaquín Amador; Naturgy LNG Puerto Rico
Subject: RE: Nominaciones Gas Natural Julio, Agosto y Septiembre 2022

Follow Up Flag: Follow up
Flag Status: Flagged

Estimados,

Muchas gracias por enviar el NDS de Costa Sur y EcoElectrica para los meses de julio a septiembre 2022. Sin embargo, Naturgy Aprovisionamientos no podrá cumplir con esas previsiones de consumo propuestas por PREPA el mes de julio debido a los problemas que Naturgy Aprovisionamientos S.A. viene sufriendo en los últimos meses con su suministrador de Trinidad y Tobago, y a la limitación existente en el tanque de GNL de Ecoeléctrica, que como explicamos impide que se descargue un buque completo, lo que incrementa la dificultad operativa del suministro.

Por lo tanto, con el objeto de asegurar el suministro continuado y garantizar la seguridad del tanque de Ecoeléctrica, rogamos ajusten sus previsiones diarias de consumo en base al siguiente escenario:
* Del 1 al 31 julio 2022: Consumo conjunto Costa Sur y EcoElectrica de aprox. 130,000 MMBtu/día (125 Mscf/d).

Les agradecemos su colaboración y entendimiento.

Un saludo,

Daniel Martin

De: Edwin Barbosa Viera <EDWIN.BARBOSA@prepa.com>
Enviado el: sábado, 4 de junio de 2022 0:41
Para: Meugniot Camacho, Jose Joaquín Amador <jmeugniot@naturgy.com>; Martin Gomez, Daniel <dmarting@naturgy.com>
CC: Hugal R. Rios Diaz <HUGAL.RIOS@prepa.com>; Jorge Cotto Perez

<JORGE.COTTO@prepa.com>;

Angel A. Perez Carrasquillo <ANGEL.PEREZC@prepa.com>; FERDINAND CORREA MENDEZ
<FERDINAND.CORREA@prepa.com>; Edwin Barbosa Viera <EDWIN.BARBOSA@prepa.com>; Manuel
Rios Ramirez <MANUEL.RIOS@prepa.com>; Hector L Lopez Castellar
<HECTORL.LOPEZ@prepa.com>;

Miguel Angel Beauchamp Ramos <MIGUEL.BEAUCHAMP@prepa.com>; Zulma E. Rodriguez
Gonzalez

<ZULMA.RODRIGUEZ@prepa.com>

Asunto: Nominaciones Gas Natural Julio, Agosto y Septiembre 2022

CIBERSEGURIDAD NATURGY - Este es un CORREO EXTERNO: Verifique remitente antes de
abrir adjuntos o

acceder a links

Buenas tardes,

Se incluyen las nominaciones de referencia.

Saludos,

Edwin Barbosa

Fuels Office Manager

Office 702 NEOS building

787-521-4005

787-406-5248

edwin.barbosa@prepa.com

From: Martin Gomez, Daniel <dmarting@naturgy.com>
Sent: Thursday, July 7, 2022 12:29 PM
To: Edwin Barbosa Viera; Jorge Cotto Perez; FERDINAND CORREA MENDEZ; Hugal R. Rios Diaz;
Manuel Rios Ramirez; Angel A. Perez Carrasquillo; Hector L Lopez Castellar; Miguel Angel Beauchamp
Ramos; Zulma E. Rodriguez Gonzalez
Cc: Navarro Morente, Esther; Martin Muñoz, Ignacio; Meugniot Camacho, Jose Joaquín Amador;
Naturgy LNG Puerto Rico
Subject: RE: Nominations August, September, October 2022 - Costa Sur + Ecoeléctrica

Follow Up Flag: Follow up
Flag Status: Flagged

Estimados,

Muchas gracias por enviar el NDS de Costa Sur y EcoElectrica para los meses de agosto a octubre 2022. Sin embargo, Naturgy Aprovisionamientos no podrá cumplir con esas previsiones de consumo propuestas por PREPA el mes de agosto debido a los problemas que Naturgy Aprovisionamientos S.A. viene sufriendo en los últimos meses con su suministrador de Trinidad y Tobago, y a la limitación existente en el tanque de GNL de Ecoeléctrica, que como explicamos impide que se descargue un buque completo, lo que incrementa la dificultad operativa del suministro.

Por lo tanto, con el objeto de asegurar el suministro continuado y garantizar la seguridad del tanque de Ecoeléctrica, rogamos ajusten sus previsiones diarias de consumo en base al siguiente escenario:
* Del 1 al 31 agosto 2022: Consumo conjunto Costa Sur y EcoElectrica de aprox. 130,000 MMBtu/día (125 Mscf/d).

Les agradecemos su colaboración y entendimiento.

Un saludo,

Daniel Martin

De: Edwin Barbosa Viera <EDWIN.BARBOSA@prepa.com>
Enviado el: martes, 5 de julio de 2022 22:59
Para: Meugniot Camacho, Jose Joaquín Amador <jmeugniot@naturgy.com>; Martin Gomez,

Daniel

<dmarting@naturgy.com>

CC: Jorge Cotto Perez <JORGE.COTTO@prepa.com>; FERDINAND CORREA MENDEZ
<FERDINAND.CORREA@prepa.com>; Hugal R. Rios Diaz <HUGAL.RIOS@prepa.com>; Edwin
Barbosa

Viera <EDWIN.BARBOSA@prepa.com>; Manuel Rios Ramirez <MANUEL.RIOS@prepa.com>; Angel
A.

Perez Carrasquillo <ANGEL.PEREZC@prepa.com>; Hector L Lopez Castellar
<HECTORL.LOPEZ@prepa.com>; Miguel Angel Beauchamp Ramos
<MIGUEL.BEAUCHAMP@prepa.com>;

Zulma E. Rodriguez Gonzalez <ZULMA.RODRIGUEZ@prepa.com>

Asunto: Nominations August, September, October 2022 - Costa Sur + Ecoeléctrica

CIBERSEGURIDAD NATURGY - Este es un CORREO EXTERNO: Verifique remitente antes de
abrir adjuntos o

acceder a links

Good afternoon,

Attached please find reference nominations.

Regards,

Edwin Barbosa

Fuels Office Manager

Office 702 NEOS building

787-521-4005

787-406-5248

edwin.barbosa@prepa.com

From: Martin Gomez, Daniel <dmarting@naturgy.com>
Sent: Tuesday, August 16, 2022 10:07 AM
To: Edwin Barbosa Viera; Jorge Cotto Perez; FERDINAND CORREA MENDEZ; Hugal R. Rios Diaz; Angel A. Perez Carrasquillo; Manuel Rios Ramirez; Hector L Lopez Castellar; Miguel Angel Beauchamp Ramos; Zulma E. Rodriguez Gonzalez
Cc: Navarro Morente, Esther; Meugniot Camacho, Jose Joaquín Amador; Martin Muñoz, Ignacio; Figuerola Lopez, Rodrigo
Subject: RE: Nominations September, October, November 2022 - Costa Sur + Ecoeléctrica
Attachments: Costa Sur 90 Day Schedule.pdf; Ecoeléctrica 90 Day Schedule.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Estimados,

Muchas gracias por enviar el NDS de Costa Sur y EcoElectrica para los meses de septiembre a noviembre 2022. Sin embargo, Naturgy Aprovisionamientos no podrá cumplir con esas previsiones de consumo propuestas por PREPA el mes de septiembre debido a los problemas que Naturgy Aprovisionamientos S.A. viene sufriendo en los últimos meses con su suministrador de Trinidad y Tobago, y a la limitación existente en el tanque de GNL de Ecoeléctrica, que como explicamos impide que se descargue un buque completo, lo que incrementa la dificultad operativa del suministro.

Por lo tanto, con el objeto de asegurar el suministro continuado y garantizar la seguridad del tanque de Ecoeléctrica, rogamos ajusten sus previsiones diarias de consumo en base al siguiente escenario:

* Del 1 al 30 septiembre 2022: Consumo conjunto Costa Sur y EcoElectrica de aprox. 130,000 MMBtu/día (125 Mscf/d).

Les agradecemos su colaboración y entendimiento.

Un saludo,

De: Edwin Barbosa Viera <EDWIN.BARBOSA@prepa.com>
Enviado el: sábado, 6 de agosto de 2022 1:50
Para: Meugniot Camacho, Jose Joaquín Amador <jmeugniot@naturgy.com>; Martin Gomez, Daniel <dmarting@naturgy.com>
CC: Jorge Cotto Perez <JORGE.COTTO@prepa.com>; FERDINAND CORREA MENDEZ <FERDINAND.CORREA@prepa.com>; Hugal R. Rios Diaz <HUGAL.RIOS@prepa.com>; Angel A.

Perez

Carrasquillo <ANGEL.PEREZC@prepa.com>; Edwin Barbosa Viera
<EDWIN.BARBOSA@prepa.com>;

Manuel Rios Ramirez <MANUEL.RIOS@prepa.com>; Hector L Lopez Castellar
<HECTORL.LOPEZ@prepa.com>; Miguel Angel Beauchamp Ramos
<MIGUEL.BEAUCHAMP@prepa.com>;

Zulma E. Rodriguez Gonzalez <ZULMA.RODRIGUEZ@prepa.com>

Asunto: Nominations September, October, November 2022 - Costa Sur + Ecoeléctrica

CIBERSEGURIDAD NATURGY - Este es un CORREO EXTERNO: Verifique remitente antes de
abrir adjuntos o

acceder a links

Good evening,

Attached please find reference nominations.

Regards,

Edwin Barbosa
Fuels Office Manager
Office 702 NEOS building
787-521-4005
787-406-5248
edwin.barbosa@prepa.com

Anejo B-2





DIRECTOR EJECUTIVO AEE

RECIBIDO SEP28'22 11:30

September 27, 2022

Puerto Rico Electric Power Authority
G.P.O. Box 364267
San Juan, Puerto Rico 00936
Attention: Executive Director

Re: Amended and Restated Power Purchase and Operating Agreement between EcoEléctrica, L.P. ("EcoEléctrica") and Puerto Rico Electric Power Authority ("PREPA") dated as of March 27, 2020 (the "Agreement")

Notice of Force Majeure

Dear Sirs:

As you are well aware (and further reported in the global press), since Sunday, September 18, 2022, Puerto Rico has suffered from catastrophic flooding and widespread power outages caused by Hurricane Fiona (the "Event"). Leaving more than 1.4 million power customers without electricity, the Event is the most significant storm to hit Puerto Rico since Hurricane Maria devastated the island in 2017. U.S. President Joseph Biden has declared a state of emergency, as the territory continues to experience punishing rainfall.

As a result of the Event's strong winds and heavy rains, the entire Puerto Rico Electric System collapsed causing a total Facility shutdown at EcoEléctrica. After the Facility was interconnected to the grid by the Energy Control Center, the hurricane effects in the process caused the LNG Terminal to shut down, taking the Facilities out of service. After resolving various technical issues during the Facility's second startup (which included troubleshooting and adjustments at the water production plant), the Facility is expected to normalize operations on Tuesday September 27, 2022 by 8:00pm.

Due to the foregoing, and pursuant to Article 17 of the Agreement (Force Majeure), EcoEléctrica is hereby providing PREPA with a notice of Force Majeure. At this time, we are unable to confirm if any other obligations under the Agreement may be further impaired by the Event, but we will continue to keep you informed and updated about this situation as it develops.

Lastly, we note that due to the damages detected at the LNG unloading line, unloading of LNG cargoes will be postponed until repairs and testing at the LNG Terminal are completed and United States Coast Guard authorization is obtained. EcoEléctrica does

not anticipate all needed repairs at the LNG Terminal to be completed until mid-November at the earliest and, consequently, we recommend coordinating an emergency plan to operate the Facility with Backup Fuel until PREPA may recommence the supply of Natural Gas to the Facility.

EcoEléctrica reserves all of its rights under the Agreement and at law.

Yours sincerely,

Carlos A. Reyes-
Berrios PE

Digitally signed by Carlos A.
Reyes-Berrios PE
Date: 2022.09.28 07:46:34
-04'00'

Carlos Reyes
President & General Manager

To: JonesActWaiverRequest@cbp.dhs.gov

14th October 2022

Subject: Formal request of waiver of compliance with the Merchant Marine Act of 1920 (46 U.S.C. §55102), better known as the Jones Act, for the LNG supply to Puerto Rico

Dear Sirs,

Reference is made to the Merchant Marine Act of 1920 (46 U.S.C. §55102) (the “Jones Act”).

For the reasons set forth below, we respectfully request approval of a temporary and targeted Jones Act Waiver in order to address Puerto Rico’s immediate needs in the wake of Hurricane Fiona.

Naturgy Aproxionamientos S.A. (“Naturgy”) is a Spanish company which holds the main firm long-term sale and purchase contract in force for the supply of natural gas vaporized from liquefied natural gas (“LNG”) to the Puerto Rico Electric Power Authority (“PREPA”) for power generation in Puerto Rico.

AES Andres DR S.A. (“AES”) is a company with registered offices in Dominican Republic that develops, builds and manages renewable energy projects serving customers in the Dominican Republic.

Last September 19, 2022, EcoEléctrica’s LNG terminal issued a Force Majeure notice to Naturgy due to the passing of Hurricane Fiona through Puerto Rico (the “**Force Majeure**”) and since then, Naturgy has not been able to supply LNG to the island. It is foreseen that the Force Majeure is lifted on October 14, 2022 and PREPA has asked Naturgy for an urgent supply to maintain a reliable operation capable of supplying the energy demand of the citizens of Puerto Rico.

Naturgy is in discussions with AES to supply LNG to be delivered in Puerto Rico on October 15, 2022. Naturgy is hereby respectfully asking for a one-time, temporary, and targeted waiver to the Jones Act.

The Governor of Puerto Rico has requested a formal declaration of major emergency to the Federal Government. The supply of LNG to the EcoEléctrica Power Plant is of utmost importance and a top priority.

1. Puerto Rico’s LNG supply current situation

For geographical and U.S. regulatory reasons, the source of LNG supply to Puerto Rico has been historically the LNG facilities located in Trinidad and Tobago, that are the only LNG producing facilities located in the Atlantic coast of the Americas other than the U.S. LNG producing facilities. As is well known, the production of gas in Trinidad seems to be in steep decline (see Annex A). Such decline is compelling now -and in the foreseeable future- to source Puerto Rico with LNG from the global LNG market. Therefore, and due to the Jones Act, American produced LNG has never been transported to Puerto Rico.

This global natural gas market is experiencing, and will continue to, a substantial re-shaping that is creating a staggering price volatility and security of supply concerns as a consequence of epochal global structural changes: i.e., the geopolitical tensions in Europe in the frame of the Russian-Ukrainian conflict, where the U.S. is poised to become the main LNG supplier to Europe amid the limitations and depletion of other traditional LNG sources in the Atlantic basin.

Thus, Puerto Rico is facing now another challenge: the shortage of LNG supply that compounds the challenges arising from current circumstances, including devastation caused by Hurricane Fiona on 18th September 2022, as well as, from the January 2020 earthquake and its innumerable aftershocks.

2. Naturgy formal request

In the interest of assuring the immediate and urgent supply of LNG to Puerto Rico, Naturgy hereby formally requests a one-time, temporary, and targeted waiver of compliance with the Jones Act for the following LNG cargo, from AES as Shipper, that contains a portion of LNG originally sourced from the US:

- Cargo (description, type, weight and dimensions of cargo, units if containerized): 30,000 cubic meters of LNG
- Name of the vessel that will be used for the proposed transportation: Methane Princess
- Vessel Flag/County of Registration: Marshall Islands
- Available for Loading Date (ready for pick-up): October 14th, 2022
- Required Shipping Date (must be shipped by): October 15th, 2022
- Required Delivery Date: October 15th, 2022
- Preferred Port of Lading: AES Andres LNG Terminal, Dominican Republic
- Preferred Port of Unlading: EcoEléctrica LNG Terminal, Peñuelas, Puerto Rico
- Name of Shipper: AES Andres DR. S.A.
- Name of Consignee: Naturgy Aprovevisionamientos S.A.
- Point of Contact (name, phone, email): Esther Navarro; +34 699 439 833; enavarro@naturgy.com
- Special Instructions (Hazmat? Other concerns?): None

All other requirements can be provided in a reasonable fashion.

In addition to the point of supply for LNG and the need for foreign flag vessels is the lack of Jones Act LNG vessels available.

The geographic location and political status of Puerto Rico should not be construed as a constraint in these times of crisis. Contrary to the U.S. mainland, where fuel is carried domestically across interstate pipelines, Puerto Rico has only one alternative: ports and LNG tankers. The burden that the enforcement of the Jones Act creates for Puerto Rico during these extraordinary times is unsustainable.

We understand that this Department is acutely aware of the significance of PREPA's role in electric power generation, and for that reason a Jones Act's waiver would allow Puerto Rico not only to secure the essential service of power but that those residing in the island would have the opportunity of a greener and more energy-efficient power system, while reducing their economic burden.

Sincerely,



Inés Díez Rodríguez

Global LNG & Gas Executive Director

FINANCIAL OVERSIGHT & MANAGEMENT BOARD FOR PUERTO RICO



David A. Skeel, Jr.
Chair

Members

Andrew G. Biggs
Arthur J. González
Antonio L. Medina
John E. Nixon
Justin M. Peterson
Betty A. Rosa

BY ELECTRONIC MAIL

October 14, 2022

Richard Cruz Franqui
General Counsel
Puerto Rico Electric Power Authority

Re: Naturgy Aprovevisionamientos S.A. Contract Amendment

Dear Mr. Cruz Franqui:

In accordance with the contract review policy of the Financial Oversight and Management Board for Puerto Rico (the “FOMB”) established pursuant to Section 204(b)(2) of PROMESA, we have reviewed the proposed amendment (the “Proposed Amendment”) to the Natural Gas Sale and Purchase Agreement (the “Contract”) between the Puerto Rico Electric Power Authority (“PREPA”) and Naturgy Aprovevisionamientos S.A.

After reviewing the Proposed Amendment, the FOMB concludes “Approved with Observations.” Observations related to the Proposed Amendment are set forth in Appendix A attached hereto.

Our review is solely limited to compliance of the Proposed Amendment with Section 204(b)(2) of PROMESA, which seeks to ensure proposed contracts promote market competition and are not inconsistent with approved Fiscal Plans. For the avoidance of doubt, the review performed by the FOMB does not cover a legal review of the contractual documentation or the contracting process, including without limitation: (i) compliance with contracting requirements under applicable laws, rules, and regulations, both federal and local; and (ii) compliance with applicable laws, rules, and regulations governing procurement activities, both federal and local.

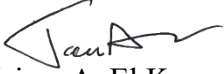
In addition, the FOMB has not engaged in any due diligence or background check with respect to the contracting parties nor whether the contracting parties comply with the requirements under the applicable contract. Any material changes to the Proposed Amendment or the Contract must be submitted to the FOMB for review and approval **prior to execution**.

Mr. Cruz Franqui
October 14, 2022
Page 2 of 2

This letter is delivered as of the date hereof and we reserve the right to provide additional observations and modify this letter based on information not available when the review was conducted. In addition, during the course of our review, we may receive information which we may refer to the relevant authorities.

This letter is issued only to the PREPA and solely with respect to the Proposed Amendment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaime A. El Koury', with a stylized flourish at the end.

Jaime A. El Koury
General Counsel

APPENDIX A

(Page A-1)

PREPA – NATURGY APROVISIONAMIENTOS S.A.

Fiscal Plan Alignment

This review covers the Proposed Amendment to the Contract between PREPA and Naturgy Aprovevisionamientos S.A. (the “Contractor”).

We note that PREPA submitted the documentation for the review of the Proposed Amendment on October 14, 2022, with an expected execution date of the same day. PREPA indicated that it requires an urgent supply of natural gas (LNG) to maintain its power generation capacity to satisfy Puerto Rico’s demand for energy given it is experiencing an LNG shortage in its EcoEléctrica and Costa Sur power stations. Accordingly, the FOMB has performed this review in an expedited manner.

The Contract is for the supply of LNG to PREPA through the regassification terminal of the EcoEléctrica facility, owned and operated by EcoEléctrica L.P. (“EcoEléctrica”), which is located in the municipality of Peñuelas, Puerto Rico. Such terminal is used by the Contractor to supply LNG to both the EcoEléctrica power generation station and Costa Sur, a PREPA-owned power generating facility.

The last amendment to the Contract, approved by the FOMB on December 26, 2019 and executed on April 2, 2020, extended the Contract’s term until September 30, 2032. Such amendment to the Contract had an estimated maximum value of **\$9.001 billion**.

PREPA has indicated that on September 19, 2022, EcoEléctrica issued a Force Majeure notice to the Contractor due to the passage of Hurricane Fiona through Puerto Rico and the resulting damage sustained by the terminal, which left it temporarily inoperable (the “Force Majeure Notice”). Since then, the Contractor has been unable to supply LNG to PREPA, causing PREPA to almost fully deplete its LNG reserves for the EcoEléctrica and Costa Sur power stations.

According to PREPA, the damages to the EcoEléctrica terminal that led to the Force Majeure Notice were remedied by October 13, 2022, ahead of the original estimated repair timeline, at which point, the Contractor would be able to resume LNG deliveries to PREPA. Given the sooner-than-expected availability of the EcoEléctrica terminal, PREPA has requested the Contractor for an urgent supply of LNG in order to ensure the availability of LNG-fired generation in the EcoEléctrica power station and to avoid or reduce the likelihood of load-shedding events due to insufficient generation capacity.

Accordingly, the Proposed Amendment contemplates an additional LNG cargo shipment that shall be delivered by the Contractor on October 15, 2022, in exchange for the same volume of LNG that the Contractor was scheduled to deliver to PREPA in December 2022. The Proposed Amendment requires PREPA to pay an estimated amount of **\$24,758,166**. However, according to PREPA, only part of this amount is expected to represent an incremental cost to PREPA. Further, according to PREPA, the Contractor is unable to deliver LNG under the Contract’s terms given it expected the

APPENDIX A

(Page A-2)

EcoEléctrica terminal to be offline for a longer period of time and as a result, it diverted its LNG cargo barge to another destination.

PREPA has indicated that (i) the estimated increase is a pass-through expenditure, recovered from customers through the fuel cost adjustment clause and, as such, has **no budgetary impact**, and (ii) the funds to pay for the Proposed Amendment are unrestricted, unobligated and available without future encumbrances or restrictions, and will not be obligated except for the payment of the Proposed Amendment.

Given the expedited nature of this review, the Oversight Board is issuing its approval with the intent of ensuring PREPA is able to procure the LNG supplies necessary to generate enough electricity to meet customer demand. However, the Oversight Board expects PREPA will pursue any remedies available to it, whether contractual or other, to minimize the impact the Proposed Amendment will have on energy rates paid by customers. PREPA should reserve any and all rights and remedies, whether in full or partially, under the Contract, any other agreement in connection with the supply of LNG by the Contractor, or applicable federal and local law.

PREPA is expected to inform the FOMB of any budgetary differences other than those specified in Appendix A (Contract Submission Questionnaire) and to request a re-review of the Proposed Amendment should any changes occur.

This contract review was conducted on the basis of information submitted by the PREPA. The FOMB has not independently verified the information included in the submission. Should the FOMB become aware of any inaccuracies or misrepresentations – whether intentional or not – it would re-evaluate its assessment.



GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

General Counsel | Richard W. Cruz-Franqui | rcruzfranqui@prepa.com

Carlos E. Reyes-Berrios, P.E.
President & General Manager
EcoEléctrica
Peñuelas PR 00624-9804
creyes@ecoelectrica.com

RE: Request for Backup Fuel and Continued Efforts

Dear Mr. Reyes-Berrios:

The Puerto Rico Electric Power Authority hereby refers to certain **AMENDED AND RESTATED POWER PURCHASE AND OPERATING AGREEMENT BETWEEN ECORLECTRICA, L.P. AND PUERTO RICO ELECTRIC POWER AUTHORITY ("PPOA")**.

On September 19, 2022, EcoEléctrica, L.P. ("EcoEléctrica") issued a Force Majeure notice to Naturgy Aprovisionamientos S.A. ("Naturgy") due to the passing of Hurricane Fiona through Puerto Rico (the "Force Majeure"). Since then, Naturgy has not been able to supply LNG to the island. The Force Majeure was lifted on October 13th, 2022. The Puerto Rico Electric Power Authority ("PREPA") requested Naturgy for an urgent supply of LNG to maintain a reliable, uninterrupted operation capable of supplying the energy demand of the citizens of Puerto Rico.

PREPA faces an emergency relating to the availability of quantities of liquefied natural gas ("LNG") that will be adequate to support the continued dispatch of the EcoEléctrica, L.P. ("EcoEléctrica") natural gas-fired electric generating facility located in Peñuelas, Puerto Rico. The quantities of LNG remaining in storage at the LNG receiving facility serving the EcoEléctrica and adjacent Cost Sur generating facilities will soon be depleted.



LNG is critical for the safety and security of Puerto Rico and to PREPA, as it is needed for the generation of electricity on the island. Not only does the PREPA supply electricity to the citizens of Puerto Rico, but also to U.S. Military base Fort Buchanan, the National Guard, US Coast Guard, U.S. Customs and Border Protection, and the Federal Court. It is imperative that the supply of LNG to the island is not disrupted throughout the foreseeable recovery period. Based on historical delivery patterns and current inventory, we can reasonably expect that PREPA will need approximately 30k m3 of LNG by latest October 15th.

PREPA has identified a potential source of LNG that could be delivered to the EcoEléctrica facility before the existing quantities of LNG in storage are depleted. AES Andres DR S.A. ("AES") is a company with registered offices in Dominican Republic that develops, builds, and manages renewable energy projects serving customers in the Dominican Republic. AES is currently the only viable supplier of LNG for Puerto Rico.

In response to PREPA's request for a potential source of LNG, Naturgy has asked for a one-time waiver to the Jones Act. The Jones Act, formerly found at 46 U.S.C. App. § 883, recodified as 46 U.S.C. § 55102 pursuant to P.L. 109-304 (October 6, 2006), provides that "a vessel may not provide any part of the transportation of merchandise by water, or by land and water, between points in the United States to which the coastwise laws apply, either directly or via a foreign port" unless the vessel was built in and documented under the laws of the United States and is owned by persons who are citizens of the United States. These provisions are implemented by U.S. Customs and Border Protection ("CBP") regulations found at 19 C.F.R. §§ 4.80, 4.80b.

We formally request that Naturgy, EcoEléctrica and AES continue with their fluent communications, efforts, and collaboration to obtain the one-time waiver to the Jones Act.

In addition, PREPA formally requests that EcoEléctrica procure and obtain the delivery of Backup Fuel as defined and specified in the PPOA, as agreed upon with PREPA in accordance with the Agreed Operating Procedures. PREPA further requests EcoEléctrica regularly procure and obtain delivery of Backup Fuel and provide PREPA with a daily Backup Fuel inventory report, in order to maintain an inventory to operate the Facility at the full Dependable Capacity until the supply of LNG can be reliably restored.

The supply of LNG to the EcoEléctrica Power Plant is of utmost importance and a top priority for Puerto Rico. AES is currently only viable supplier of LNG used for generation. Although we understand that there is a reasonable argument to be made that the described delivery to the EcoEléctrica facility of LNG laden in Panama (with no LNG having been loaded into the vessel at a U.S. coastwise point) should not contravene the Jones Act, we support and join AES in their request for a temporary exception of US flag vessels under the Jones Act.

Sincerely,

A handwritten signature in blue ink, appearing to be "Richard W. Cruz-Franqui", written over a circular scribble.

Richard W. Cruz-Franqui, Esq.

General Counsel

richard.cruz@prepa.com

cc: Esther Navarro Morente
Global LNG Sales & Purchase Manager
Naturgy Aprovisionamientos S.A.
enavarro@Naturgy.com

Jesús I. Bolinaga
Market Business Leader
The AES Corporation
jesus.bolinaga@aes.com

Josué A. Colón Ortiz, P.E.
Chief Executive Officer
Puerto Rico Electric Power Authority
josue.colon@prepa.com



October 16, 2022

Ines Diez Rodriguez
Global LNG & Gas Executive Director
Naturgy LNG, S.L.
Avenida de America 38 06
28028 Madrid (Spain)

Dear Ms. Diez Rodriguez:

This is in response to your correspondence of October 14, 2022, wherein you requested a waiver of the Jones Act on behalf of Naturgy LNG, S.L. ("Naturgy"), for a proposed coastwise transportation activity onboard the METHANE PRINCESS. You propose to use the vessel to transport LNG from AES Andres LNG Terminal, Dominican Republic, to EcoEléctrica LNG Terminal, Penuelas, PR. You state that loading for the vessel and shipping will occur on October 15, 2022, for discharge on or about October 16, 2022. You state that Naturgy is requesting this waiver because:

The lack of LNG will unavoidably cause load shedding throughout the island of Puerto Rico for approximately 11 days (until 10/26/2022). Puerto Rico will face energy-related operational challenges, such as:

- energizing critical bases of operation such as Fort Buchanan Military Base in San Juan, Puerto Rico National Guard, San Juan International Airport, police stations, fire stations and water supply facilities;
- assuring reliable energy supply for information systems/operations needed by the banking industry and pharmaceutical manufacturing;
- maintaining readiness of the VA Caribbean Healthcare System, San Juan Medical Center and other local health care facilities;
- defeating disruption of the food and fuel supply chain, and industrial commodities.

As you know, the Jones Act, 46 U.S.C. § 55102, provides, in part, that no merchandise shall be transported between points in the United States embraced within the coastwise laws, either directly or via a foreign port, or for any part of the transportation, in any vessel other than a vessel built in, documented under the laws of, and owned by citizens of the United States. The coastwise laws, including the Jones Act, generally apply to points in the territorial sea, which is

defined as the belt, three nautical miles wide, seaward of the territorial sea baseline, and to points located in internal waters, landward of the territorial sea baseline.

The coastwise laws administered by U.S. Customs and Border Protection (CBP) can only be waived under the authority provided in 46 U.S.C. § 501. This statute provides in pertinent part:

When the head of an agency responsible for the administration of the navigation or vessel-inspection laws considers it necessary in the interest of national defense, the individual, following a determination by the Maritime Administrator, acting in the Administrator's capacity as Director, National Shipping Authority, of the non-availability of qualified United States flag capacity to meet national defense requirements, may waive compliance with those laws to the extent, in the manner, and on the terms the individual, in consultation with the Administrator, acting in that capacity, prescribes.

We requested the views of the Department of Energy (DOE) with respect to your waiver request and its national defense implications. DOE has provided us information articulating current needs and shortages on fuel, including LNG, on the island of Puerto Rico. Similarly, the Governor of Puerto Rico has advised of critical needs.

By letter received October 16, 2022, DOE advised that, “[T]he delivery of LNG consistent with the waiver request from Naturgy and AES, would provide a benefit to the people of Puerto Rico by preventing potential power disruption due to generation inadequacy. Ensuring adequate generation could also prevent power outages to critical facilities, such as hospitals, San Juan International Airport, water and wastewater treatment plants and facilities in support of national defense, including Fort Buchanan [sic] and facilities for the Puerto Rico National Guard.”

Additionally, on October 14, 2022, the Governor of Puerto Rico – the local leader responsible for response and recovery efforts on the island, with knowledge of existing stocks, consumption, and information concerning planned delivery of LNG in the near future – informed DHS that, “because of technical failures in other generation plants, like Aguirre and AES, PREPA was unable to supply enough electricity to meet the peak demand last night, and over 100,000 people suffered outages. These load sheds could be repeated later today and could continue if we are unable to replenish LNG to EcoEléctrica, since it only has enough LNG to continue to generate electricity for less than 24 hours. This could also affect hospitals and businesses, which is particularly damaging considering that we are still recovering from Hurricane Fiona.”

Finally, we have sought advice from the Maritime Administration (MARAD) at the Department of Transportation as to the availability of Jones-Act-qualified vessels to perform similar transportation during the necessary window of time. MARAD has affirmed the unavailability of U.S.-flagged, coastwise-qualified vessels to provide the immediate delivery of LNG outlined in your waiver request.

We have carefully considered your request for a waiver of the Jones Act and the information available to the Department. We find that your request for a waiver with respect to the proposed transportation of LNG from AES Andres LNG Terminal, Dominican Republic to

EcoEléctrica LNG Terminal, Penuelas, PR is necessary in the interest of national defense at this time because there is a shortage of LNG in Puerto Rico. Accordingly, your request for a waiver of the Jones Act, as described above, is approved.

Sincerely,

A handwritten signature in blue ink, reading "Alejandro N. Mayorkas". The signature is fluid and cursive, with the first name "Alejandro" being more prominent and the last name "Mayorkas" following in a similar style.

Alejandro N. Mayorkas

cc: Adam Yearwood, Department of Defense
Michael Hokana, Maritime Administration
Puesh Kumar, Department of Energy

**Side Letter No.1 to the Amended and Restated Natural Gas
Sale and Purchase Agreement**

between

Naturgy Aprovevisionamientos, S.A.

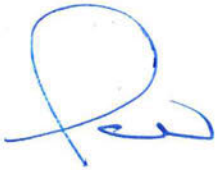
(Seller)

and

Puerto Rico Electric Power Authority

(Buyer)

17 October 2022

A handwritten signature in blue ink, consisting of a large, stylized 'P' followed by a horizontal line and a small flourish.

SIDE LETTER No. 1 TO THE AMENDED AND RESTATED NATURAL GAS SALE AND PURCHASE AGREEMENT BETWEEN NATURGY APROVISIAONMIENTOS, S.A. AND PUERTO RICO ELECTRIC POWER AUTHORITY DATED MARCH 23, 2020 ("SIDE LETTER No.1")

This Side Letter No.1 is made and entered into as of 17 October 2022 by and between

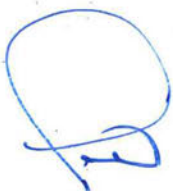
Naturgy Aproveisonamientos, S.A. ("NASA" or "Seller"), a corporation whose principal place of business is located at Avenida de San Luis 77, 28033, Madrid

and

Puerto Rico Electric Power Authority ("PREPA" or "Buyer"), a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by an Act of 2 May 1941, No 83 as amended, with its principal place of business at P.O. Box 363928, San Juan, Puerto Rico 00936-3928.

Buyer and Seller are each referred to herein as a **"Party"** and collectively as the **"Parties"**.

RECITALS:

- 
- (1) Seller and Buyer are Parties to that certain Natural Gas Sale and Purchase Agreement dated 23 March 2020 ("**NG SPA**").
 - (2) That under the NG SPA, Seller declared Force Majeure ("**Force Majeure**") to Buyer on 21 September 2022, as a consequence of Hurricane Fiona.
 - (3) That due to said consequences of Force Majeure, Seller and Buyer have agreed that Seller purchase an additional LNG cargo from AES Andrés DR S.A. which shall be delivered by Seller to Buyer as natural gas ("**Natural Gas Quantities**") from 17 October 2022 in exchange of the same volume of natural gas that Seller planned to deliver to Buyer in December 2022. Additionally, Seller shall sell back to AES Andrés DR S.A. an equivalent LNG amount in Colón, Panamá between 1st November 2022 and 10th December 2022.
 - (4) The Parties agree to use for this particular sale and purchase of the Natural Gas Quantities, the terms of the NG SPA with amendments as agreed in this Side Letter No 1.
 - (5) The Parties enter into this Side Letter No.1 to define the terms and conditions under which only the Natural Gas Quantities will be supplied from Seller to Buyer.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

Capitalized terms used in or incorporated into this Side Letter No. 1 and not otherwise defined herein have the meanings given to them in the NG SPA.

The Parties agree to include, only for the purposes of the Natural Gas Quantities, the following definition:

"Natural Gas Quantities" means a volume of NG of within 672,000 MMBtu estimated to be delivered at the Redelivery Point commencing 17 October 2022.

2. Terms and conditions for the Natural Gas Quantities

The Parties have agreed to the sale and purchase of the Natural Gas Quantities pursuant to the terms and conditions of the NG SPA except for the following terms and conditions:

2.1. Delivery of the Natural Gas Quantities:

"The delivery of Natural Gas under this Side Letter No.1 shall commence on 17 October 2022 and shall continue until delivery of all Natural Gas Quantities."

2.2. Payment

Buyer shall pay the amount of \$24,758,166 USD for the Natural Gas Quantities to be paid by 17 October 2022.

Fifteen (15) days following the receipt of payment from AES Andres DR S.A., in relation to the LNG delivery in Colón, Panamá, NASA will pay PREPA the amount of \$11.931.312 USD.

2.3. Letter of Indemnity

The Letter of Indemnity attached herein shall be an integral part of this Side Letter No. 1.

2.4. Equivalent volume reduction in December 2022

Parties agree that in exchange of the Natural Gas Quantities supplied commencing 17 October 2022 under this Side Letter No. 1, Seller shall not deliver the equivalent volume of natural gas scheduled for December 2022.

3. Conditions Precedent

By Monday 17 October 2022 at 06:00am Dominican Republic time (to be extended by mutual agreement between the Parties) the following conditions shall be met:

- EcoEléctrica notifying Force Majeure being lifted.
- Execution and effectiveness of the formal agreement signed between NASA and AES Andres DR, S.A.
- Waiver granted by US Government to allow the delivery of U.S.-originated LNG on a non-compliant Jones Act vessel.

4. Miscellaneous

The Parties by entering into this Side Letter No. 1 do not intend to modify or amend any other term of the NG SPA.

This Side Letter No. 1 shall be governed mutatis mutandis by the analogous sections of the NG SPA.

IN WITNESS WHEREOF, the Parties hereto have executed this Side Letter No.1 as of the date first above written.

SELLER:

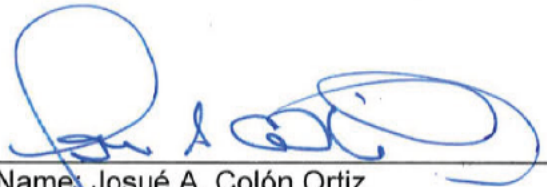
NATURGY APROVISIONAMIENTOS,
S.A.



Name: Inés Díez Rodríguez
Title: Executive Director

BUYER:

PUERTO RICO ELECTRIC POWER
AUTHORITY



Name: Josué A. Colón Ortiz
Title: Executive Director

DATE: 17 October 2022

LETTER OF INDEMNITY

FROM: PUERTO RICO ELECTRIC POWER AUTHORITY, hereinafter referred to as the "Buyer".

TO: NATURGY APROVISIONAMIENTOS, S.A., hereinafter referred to as the "Seller".

BACKGROUND

- (A) That the Parties entered into an Amended and Restated Natural Gas Sale and Purchase Agreement dated March 23, 2020 ("**NG SPA**").
- (B) The Seller has agreed to supply natural gas to the Buyer on the terms and conditions set out on the Side Letter No. 1 to the NG SPA ("**Side Letter No. 1**").
- (C) That for the Seller to supply the natural gas to Buyer under the Side Letter No.1, Seller has purchased LNG to a third Party that will be unloaded at the EcoEléctrica Complex on 16 -17 October ("**Cargo 1**").
- (D) That Seller has scheduled an ordinary supply of LNG to the EcoEléctrica Complex on 26 -28 October ("**Cargo 2**").
- (E) That Buyer has agreed to issue this letter of indemnity to Seller on the terms and conditions set out in the following:



CLAUSES:

Clause 1. The Buyer, hereby, acknowledges that:

- a) The delivery and sale of the Natural Gas to be supplied pursuant to the Side Letter No.1 is conditional on the proper functioning of the EcoEléctrica Complex and the Existing Pipelines starting October 17, 2022 and that any delay (i) in the unloading of Cargo 1 for any reason and (ii) in the due and punctual performance of the unloading, vaporization on the LNG and transportation of the Natural Gas required pursuant to the Side Letter No.1 may affect the proper delivery of the following quantities of Natural Gas corresponding to Cargo 2 to be delivered in the normal performance of the NG SPA after 26 October 2022; and
- b) The urgency in delivering natural gas pursuant to the Side Letter No.1 may entail certain liabilities in relation to Cargo 1 associated with the obligation of an acceptable source of the LNG to be sold to the Buyer in connection with the Side Letter No.1.

Clause 2. The Buyer hereby, irrevocably and unconditionally undertakes to indemnify and hold the Seller harmless against any and all reasonable and direct losses, costs (including but not limited to reasonable legal fees), damages, and expenses which the Seller may suffer, incur or be put as a direct result of;

- a) Any delay or cancelation in the delivery of Cargo 1 and/or Cargo 2 as a consequence of the circumstances set out in Clause 1.a) above; and/or
- b) Any liability related to the source of natural gas of Cargo 1 in the circumstances set out in Clause 1.b) above.

Clause 3. This Letter of Indemnity and the warranties and undertakings set out herein shall expire and cease to have effect at the full performance of the warranty set out in Clause 1 above.

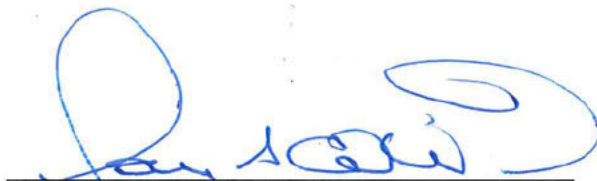
Clause 4. This Letter of Indemnity shall be governed by and construed in accordance with the law governing the NG SPA dated, and any and all contractual and non-contractual disputes arising out of or in connection with this Letter of Indemnity shall be subject to the dispute resolution clause defined in the said NG SPA.

Authorised signature:

Title:

BUYER:

PUERTO RICO ELECTRIC POWER
AUTHORITY



Name: Josué A. Colón Ortiz

Title: Executive Director

Puerto Rico Electric Power Authority

Búsquedas Frecuentes - Todas las Entidades

Resultados

Mostrar 10 registros

Núm. Contrato	Contratista	Otorgado en	Vigencia Desde	Vigencia Hasta	Cuantía	Tipo de Servicio	Entidad	Documento
2012-P00107	GAS NATURAL APROVISIONAMIENTOS SDG, S.A. GAS NATURAL APROVISIONAMIENTOS SDG SA	28/mar./2012	28/mar./2012	30/abr./2014	\$925,612,123.00	GAS NATURAL	Autoridad de Energía Eléctrica de Puerto Rico	
2012-P00107-A		17/mar./2014	17/mar./2014	30/sep./2015	\$740,435,947.00			
2012-P00107-B		11/may./2015	01/oct./2015	31/dic./2018	\$1,082,250,000.00			
2012-P00107-C		16/ago./2017	16/ago./2017	31/dic./2020	\$853,853,122.00			
2012-P00107-D		12/mar./2019	12/mar./2019	31/dic./2020	\$0.00			
2012-P00107-E		02/abr./2020	02/abr./2020	30/sep./2032	\$9,001,000,000.00			
2012-P00107-F		17/oct./2022	17/oct./2022	31/dic./2022	\$24,758,166.00			

Mostrando registros del 1 al 1 de un total de 1 registros



Completed Wire Details

Debit Information

Template Name:	NATURGY
Wire Type:	Domestic wire
Account:	GENERATION EXPENDITURE ACCOUNT-FUEL ACCT - *2394
Effective Date:	10/17/2022
Amount:	24,758,166.00
Currency:	USD
Entered By:	VRIVERA
Entry Date/Time:	10/17/2022 08:06:09 am (ET)
Transmitted By:	JROQUE
Transmit Date/Time:	10/17/2022 04:17 PM (ET)
Status:	PROCESSED
Confirmation Number:	3040366278
Reference Number:	

Recipient Information

Bank ID Type:	ABA
Bank ID:	221571473
Bank Name:	FIRSTBANK PUERTO RICO
Bank Address 1:	SAN JUAN
Bank Address 2 :	PR
Recipient Account:	[REDACTED]
Recipient Name:	NATURGY APROVISIONAMIENTOS, S.A.
Recipient Address 1:	VIG TOWER

Recipient Address 2 1225 AVE PONCE DE LEON SUITE 705

Recipient Address 3: SAN JUAN PR 00907

Additional Information for Recipient: Invoice Payment from Luma Energy on behalf of PREPA INV 2022-000057

Wire Initiator Information

Wire Initiator Name: AUTORIDAD ENERGIA ELECTRICA DE PR

Wire Initiator Address 1: 1110 AVE PONCE DE LEON

Wire Initiator Address 2: EDIFICIO NEOS

Wire Initiator Address 3: SAN JUAN, PR 00936

Approval History Information

Approval Status: 1 of 1 received

Action	User ID	Date	Time
Enter Request	VRIVERA	10/17/2022	08:06:09 AM (ET)
Approve Request	JROQUE	10/17/2022	04:17:02 PM (ET)

Anejo B-3





GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

October 11, 2022

Naturgy Aprovevisionamientos S.A.
San Luis 77 Avenue
28033 Madrid, Spain

Attention: Mr. Emilio Guerra Soriano
LNG Portfolio Management
eguerra@naturgy.com

Mr. Daniel Martin Gomez
LNG Portfolio Management
dmartin@naturgy.com

RE: NOTICE OF FORCE MAJEURE

The Puerto Rico Electric Power Authority ("**PREPA**"), makes reference to:

1. The *Amended and Restated Natural Gas Sale and Purchase Agreement* between Naturgy Aprovevisionamientos S.A. ("Naturgy", together with PREPA, the "Parties") dated April 2, 2020 (the "LNG Supply Agreement");
2. Clause 7.1 of the LNG Supply Agreement regarding Scheduling;
3. Clause 15 of the LNG Supply Agreement regarding Force Majeure;
4. The Presidential Declaration of Emergency declared by President Biden¹
5. 2023 Annual Delivery Programme (ADP) and Annual Contract Quantity (ACQ) for Costa Sur 5&6 and Eco Eléctrica.

Pursuant to Clause 15 of the **LNG Supply Agreement**, **PREPA** hereby notifies **Naturgy** of a Force Majeure event that has caused PREPA's performance of obligations to have been hindered. Specifically, on Sunday, September 18, 2022, Hurricane Fiona made landfall in Puerto Rico with maximum winds of 100 mph, over 30 inches of rain in some areas and resulting in an island-wide blackout that left millions of people without power². On Wednesday, September 21, 2022, President Biden approved a major disaster declaration for Puerto Rico. As a direct consequence of Fiona, various generating plants across Puerto Rico suffered damages and were unable to generate the necessary amount of energy to supply the demand of Puerto Rico's consumers.

¹ <https://www.fema.gov/es/press-release/20220921/president-joseph-r-biden-jr-approves-major-disaster-declaration-puerto-rico> Last accessed on September 30, 2022, at 11:51 am

² <https://www.elnuevodia.com/noticias/locales/notas/el-huracan-fiona-provoca-un-apagon-general/> Last accessed on September 30, 2022, at 11:56am.



As a result of this Force Majeure event, PREPA is currently reviewing its maintenance and conservation plan for all generation units. As a result, in the event of a change PREPA will update the ACQ and ADP accordingly and will notify any modifications as soon as this process is completed.

Cordially,



Richard W. Cruz Franqui
Legal Affairs Director
Puerto Rico Electric Power Authority

Anejo B-4



From: Jorge Cotto Perez <JORGE.COTTO@prepa.com>
Sent: Wednesday, October 5, 2022 4:56 PM
To: Meugniot Camacho, Jose Joaquín Amador; Martin Gomez, Daniel
Cc: FERDINAND CORREA MENDEZ; Hugal R. Rios Diaz; Angel A. Perez Carrasquillo;
Manuel Rios
Ramirez; Hector L Lopez Castellar; Miguel Angel Beauchamp Ramos; Zulma E. Rodriguez
Gonzalez;
Anthony Vega Plúñez; Lorena Torres Miranda; Jose L. Carrasco Arroyo; Hugal R. Rios
Diaz
Subject: Nominaciones Noviembre y Diciembre 2022 - Costa Sur + Ecoeléctrica
Attachments: COSTA SUR NINETY DAY PROGRAMME NOVEMBER 2022.pdf; ECOELECTRICA
NINETY
DAY PROGRAMME NOVEMBER 2022.pdf

Saludos,

Adjunto la nominación para el mes de noviembre y diciembre 2022. Para el mes de enero 2023 se están trabajando las corridas de despacho con un nuevo programa de mantenimiento de unidades de PREPA.

Gracias,

Jorge L. Cotto Pérez, PE
Autoridad de Energía Eléctrica
Generación
Director Generación
787.521-1230
jorge.cotto@prepa.com
PO Box 364267
San Juan, PR 00936-4267

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY



AMENDED AND RESTATED
NATURAL GAS SALE AND PURCHASE AGREEMENT
BETWEEN PUERTO RICO ELECTRIC POWER AUTHORITY (BUYER)
AND NATURGY APROVISIONAMIENTOS S.A. (SELLER)

DATE
10/5/2022

COSTA SUR NINETY DAY PROGRAMME [Caluse 7.1 (a) (iii)]*

	Month M	Nov-22
DAILY		
MMscf		MMBtu
DAY		
Tuesday, November 01, 2022	112.41	116903
Wednesday, November 02, 2022	52.07	54151
Thursday, November 03, 2022	52.07	54151
Friday, November 04, 2022	52.07	54151
Saturday, November 05, 2022	52.07	54151
Sunday, November 06, 2022	52.07	54151
Monday, November 07, 2022	52.07	54151
Tuesday, November 08, 2022	52.07	54151
Wednesday, November 09, 2022	52.07	54151
Thursday, November 10, 2022	52.07	54151
Friday, November 11, 2022	52.07	54151
Saturday, November 12, 2022	52.07	54151
Sunday, November 13, 2022	52.07	54151
Monday, November 14, 2022	52.07	54151
Tuesday, November 15, 2022	56.06	58300
Wednesday, November 16, 2022	115.05	119647
Thursday, November 17, 2022	115.03	119631
Friday, November 18, 2022	115.09	119690
Saturday, November 19, 2022	115.03	119631
Sunday, November 20, 2022	115.03	119631
Monday, November 21, 2022	115.05	119657
Tuesday, November 22, 2022	115.03	119635
Wednesday, November 23, 2022	115.03	119631
Thursday, November 24, 2022	115.06	119663
Friday, November 25, 2022	115.03	119631
Saturday, November 26, 2022	115.05	119653
Sunday, November 27, 2022	115.03	119631
Monday, November 28, 2022	115.05	119653
Tuesday, November 29, 2022	115.03	119631
Wednesday, November 30, 2022	115.03	119631
	2570.98	2.674 TBtu
	Month M + 1	Dec-22
		4.227 TBtu

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY



AMENDED AND RESTATED
NATURAL GAS SALE AND PURCHASE AGREEMENT
BETWEEN PUERTO RICO ELECTRIC POWER AUTHORITY (BUYER)
AND NATURGY APROVISIONAMIENTOS S.A. (SELLER)

DATE
10/5/2022

ECOELECTRICA NINETY DAY PROGRAMME [Caluse 7.1 (a) (iii)]*

	Month M	Nov-22
DAY	DAILY MMscf	MMBtu
Tuesday, November 01, 2022	74.08	77048
Wednesday, November 02, 2022	83.31	86646
Thursday, November 03, 2022	83.55	86888
Friday, November 04, 2022	83.55	86888
Saturday, November 05, 2022	82.83	86142
Sunday, November 06, 2022	83.21	86543
Monday, November 07, 2022	83.28	86614
Tuesday, November 08, 2022	84.06	87422
Wednesday, November 09, 2022	84.06	87422
Thursday, November 10, 2022	84.04	87404
Friday, November 11, 2022	84.09	87449
Saturday, November 12, 2022	82.77	86083
Sunday, November 13, 2022	83.06	86384
Monday, November 14, 2022	82.86	86179
Tuesday, November 15, 2022	82.70	86011
Wednesday, November 16, 2022	74.01	76976
Thursday, November 17, 2022	74.61	77598
Friday, November 18, 2022	74.46	77434
Saturday, November 19, 2022	65.00	67604
Sunday, November 20, 2022	65.53	68149
Monday, November 21, 2022	73.89	76843
Tuesday, November 22, 2022	73.74	76688
Wednesday, November 23, 2022	72.80	75710
Thursday, November 24, 2022	72.59	75492
Friday, November 25, 2022	74.88	77872
Saturday, November 26, 2022	64.17	66739
Sunday, November 27, 2022	64.33	66908
Monday, November 28, 2022	73.95	76906
Tuesday, November 29, 2022	74.85	77843
Wednesday, November 30, 2022	74.75	77737
	2315.02	2.408 TBtu
	Month M + 1	Dec-22
		2.448 TBtu