



October 2, 2026

NFEnergia LLC
111 W. 19th Street, 8th Floor
New York, New York 10011
Attention: Alex Bowman
Email: abowman@newfortressenergy.com

With a copy to:
New Fortress Energy Inc.
Attention: General Counsel
Email: legal@newfortressenergy.com

Re: Response to NFE Letter of October 2, 2026 – Seller’s Continuing Obligation to Deliver Gas under the Gas Sales Agreement dated December 4, 2025 (OCPR No. 2026-G00097) – Accrual of DoP Quantities – Reservation of Rights

Dear Mr. Bowman:

The Third-Party Procurement Office (“3PPO”), on behalf of the Puerto Rico Public-Private Partnerships Authority (“P3A”) pursuant to Section 22.13 of the Gas Sales Agreement dated December 4, 2025 (the “Agreement”), responds to the letter of NFEnergia LLC (“NFE” or “Seller”) dated October 2, 2026 regarding the Puerto Rico Energy Bureau’s Resolution and Order of September 30, 2026 in Case No. NEPR-MI-2020-0001. Capitalized terms not defined herein have the meanings given to them in the Agreement.

NFE states that it “is unable to commit any LNG to Puerto Rico moving forward” unless (i) the Energy Bureau rescinds or amends its Order and (ii) PREPA confirms that it will pay outstanding balances. Neither condition appears in the Agreement. Seller’s obligation to deliver Gas remains in full force and effect, and 3PPO will enforce it.

Seller’s Obligation to Deliver Is Unconditional Except as the Agreement Provides

Section 4.4.1 of the Agreement provides:

“Seller agrees to sell and deliver at the Delivery Points at the Hourly Rate a quantity of Gas per Month from the Supply Start Date to the end of the Contract Period equal to the Scheduled Monthly Quantity (and in aggregate, the ACQ), except as otherwise excused due to: (a) reasons attributable to Buyer (including any suspension by Seller of its obligations as permitted under Section 22.1.12 and quantities not taken by Buyer due to Force Majeure affecting Buyer); or (b) Force Majeure affecting Seller.”

The only suspension right available to Seller under Section 22.1.12 relates to a breach of Article 22 (Compliance with Law), not to payment. A concern about future payment, or a regulatory order directed to PREPA, is neither a reason attributable to Buyer under Section 4.4.1(a) nor Force Majeure affecting Seller under Section 4.4.1(b). Moreover, the Agreement expressly addresses Seller’s remedies in the event of Buyer’s nonpayment. Section 17.2(i) provides Seller a right to terminate only where Buyer fails to pay an amount due and payable, such payment remains unpaid for twenty (20) Business Days after a Non-Payment

Notice is given, and the amounts due exceed \$30,000,000, subject further to the notice and cure requirements of Section 17.2. The approximately \$17.65 million referenced in NFE's October 2 letter does not meet that contractual monetary threshold. Accordingly, even assuming so, and without conceding, that such amount is presently due and payable, Section 17.2 does not authorize Seller to terminate the Agreement on that basis, much less to immediately suspend or condition its Gas-delivery obligations under Section 4.4.1. Seller may not impose extra-contractual conditions on the performance of its continuing obligation to supply Gas.

Section 4.4.1 further provides that, to the extent Seller, without excuse, does not make available at a Delivery Point Gas that Buyer has requested as part of a Scheduled Monthly Quantity, "such shortfall shall be the 'DoP Quantity'." Under Section 4.4.3, Seller must pay the DoP Payment for each DoP Quantity, equal to the positive difference between the price of Replacement Fuel and the Gas Price, together with Buyer's actual, reasonable and verifiable costs, including the cost of transporting Replacement Fuel.

As 3PPO stated in its letters of September 22 and September 25, 2026, the circumstances described in NFE's notices of September 21, 2026 concerning the Energos Princess and the Amur River do not constitute Force Majeure under Article 11 and do not excuse Seller's failure to deliver Gas since September 16, 2026. DoP Quantities have accrued since that date. Any further failure to deliver Gas, including any refusal to commit LNG to Puerto Rico as described in NFE's October 2 letter, will add to the DoP Quantities and DoP Payments already accrued.

NFE's stated payment concerns also do not constitute Force Majeure. Section 11.1 requires that performance be "prevented, delayed or interfered with" by circumstances not reasonably within the affected Party's control, and Section 11.2.1 excludes "events arising out of market decline, market failure, industry economic conditions, or general economic conditions." A decision not to commit LNG because of concerns about future payment is a commercial decision within Seller's control. NFE's express statement that it will not commit LNG to Puerto Rico unless conditions not contained in the Agreement are satisfied also implicates Section 12.5. Section 12.5 expressly provides that the Agreement's limitations on liability do not apply to liabilities arising from a Party's "Willful Misconduct" or fraud. "Willful Misconduct" is defined by the Agreement as "any act or omission which is done or omitted to be done willfully or deliberately having regard to or is done or omitted to be done with reckless disregard for or wanton indifference to, its foreseeable and harmful consequences." Section 12.5 further provides that the limitation of Seller's liability "shall not apply to any DoP Payment associated with any volume of Gas with respect to which, without excuse hereunder pursuant to Section 4.4.1, Seller willfully abandons any attempt to perform its obligation to supply Gas." Accordingly, 3PPO expressly reserves all rights with respect to the application of Section 12.5, including whether any deliberate cessation or withholding of Gas supply under the circumstances described in NFE's October 2 letter constitutes Willful Misconduct and/or a willful abandonment of Seller's obligation to supply Gas. Seller's continuing failure to deliver Gas also maintains the condition of Section 22.12.1(A), under which Seller must enter into Tolling Arrangements permitting Buyer to deliver third-party LNG to Seller's Facilities, as addressed in 3PPO's letters of September 22 and 25, 2026 and in Civil No. 26-1621 (MAJ).

All obligations of Seller under the Agreement remain in full force and effect. 3PPO, on behalf of P3A, will enforce them as necessary. 3PPO and P3A expressly reserve all rights and remedies under the Agreement and Applicable Law, including with respect to DoP Quantities and DoP Payments under Sections 4.4.2 and 4.4.3 and the remedies provided under Section 12.4; the inapplicability of the limitations on liability under Section 12.5, including with respect to Willful Misconduct and Seller's willful abandonment of its obligation to supply Gas; the Tolling Arrangements under Section 22.12; Buyer's termination rights under Section 17.1; the audit, dispute and enforcement rights under Articles 9 and 21; and P3A's rights under

Section 22.13. Nothing in this letter constitutes a waiver, an election of remedies, or an acceptance of any position stated in NFE's October 2 letter or its prior notices.

3PPO requests that NFE confirm in writing, within twenty-four (24) hours, that it will continue to deliver Gas in accordance with Section 4.4.1 and the Scheduled Monthly Quantities.

Respectfully,

Third-Party Procurement Office (3PPO)

cc:

Eng. Josué A. Colón Ortiz, Executive Director, Puerto Rico Public-Private Partnerships Authority

Lcdo. Lionel E. Santa Crispín, General Counsel, P3A

Edison Avilés-Deliz, PE, Esq., Puerto Rico Energy Bureau

Fernando Osorio Caño, Interim Executive Director, Puerto Rico Electric Power Authority

José L. Carrasco, Fuels Manager, Genera PR LLC

Christian J. Torres Peña, Genera Legal Counsel

Financial Oversight and Management Board