



Exhibit A

Confidential

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Via Electronic Mail

October 2, 2026

Eng. Josue A. Colon Ortiz

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Subject: Puerto Rico Energy Bureau, Resolution and Order (Case No: NEPR-MI-2020-0001)

Mr. Colón, Mr. Avilés-Deliz, & 3PPO,

NFEnergía LLC (NFE) writes regarding the Resolution and Order in Case No: NEPR-MI-2020-0001 (the "Order") issued by the Puerto Rico Energy Bureau (PREB).

On September 30, 2026, the PREB purported to authorize the withholding of payment of \$17,649,888.46 due to NFE pursuant to PREPA's obligations under the Gas Sales Agreement No. 2026-G00097 dated December 4, 2025 and Fuel Sale and Purchase Agreement dated March 5, 2019 (collectively the "GSAs"). The PREB Order proclaims that NFE has not performed

under the terms of the GSAs and therefore it may order that PREPA not pay amounts otherwise due under the GSAs.

This is untrue and unsupported by the plain language of the GSAs.

NFE has performed all obligations under the GSAs while also experiencing various Force Majeure events. These periods are documented, evidenced, and clearly defined within the Force Majeure provisions of the Agreements which include “any act or omission of a Governmental Authority of the United States of America (including any Puerto Rican Governmental Authority” (GSA dated December 4, 2025)). The term “Governmental Authority” under the GSAs includes, among other entities, the United States Coast Guard and the Federal Court for the District of Puerto Rico.

The PREB’s Order states:

“As a prospective measure complementary to said process, and taking into consideration the legal and contractual mechanisms identified by the Public-Private Partnerships Authority (“P3”) to deduct from payments to NFE amounts associated with supply deficiencies or non-performance attributable to the supplier itself, the Energy Bureau **ORDERS** the Authority to retain within the electric system any amount that, pursuant to the corresponding evaluation, may be deducted, setoff, or withheld from payments to said supplier. This directive will begin with the approximately **\$17,649,888.46 that are the subject of this Resolution and Order** and will extend prospectively to any future amount that becomes subject to similar mechanisms.”

This Order directly contradicts the language of the GSAs and purports to require PREPA to proactively breach the GSAs. The current GSA unquestionably requires that invoices be paid upon the due date and, if there is a dispute, the payor may, following payment, implement the dispute resolution provisions of the GSA under Section 9.2.1. Per Section 9.1 of the GSA dated December 4, 2025, “All amounts invoiced by Seller (whether or not disputed) shall be paid by Buyer by the Due Date.” The PREB’s order to defer payment of invoices purports to require PREPA to violate this provision. The PREB is inserting itself into a contract to which it is not a party and requiring PREPA to ignore contractually agreed upon processes and dispute mechanisms. As you are aware, the PREB is not a party to the GSA, and Section 22.4 states that all rights under the GSA, “are intended for the sole benefit of [PREPA & NFE] and does not imply or create any rights on the part of, or obligations to, any other Person,” and that includes the PREB.

As it would for any fuel supplier, this raises significant concerns regarding the Buyer’s payment obligations and performance under these Agreements. The GSAs were subject to approval, detailed review, and months-long negotiations involving the Fiscal Oversight and Management Board (FOMB), Puerto Rico Public Private Partnerships Authority (P3A), Puerto Rico Electric

Power Authority (PREPA), and the PREB, the very same party that is now ordering withholding of payment to NFE.

NFE is deeply concerned regarding its ability to collect payment for the LNG and natural gas that it delivers to Puerto Rico. The PREB has demonstrated that it is willing to ignore the lawfully negotiated contractual provisions effectively calling into question PREPA's obligation to pay for fuel provided. As the PREB states in the Order, "[t]his directive will **begin** with the approximately \$17,649,88.46 and will extend prospectively." Meaning, effectively, PREPA will withhold payments for gas delivered in direct breach of the GSAs.

As a result of the above NFE is unable to commit any LNG to Puerto Rico moving forward as PREB has made clear it expects that NFE will not be paid as required under the GSA. For NFE to recommence LNG supply to Puerto Rico two things must happen.

First, the PREB must rescind or amend the Order to not permit extra-judicial interference in the GSAs between PREPA and NFE including the demand that PREPA withhold payment from NFE contrary to the clear terms of the parties' GSAs.

Second, NFE requires PREPA to explicitly confirm that it will pay outstanding balances as required under the GSAs.

Nothing in this letter waives, releases, or limits any of NFE's rights, remedies, claims, or defenses under the GSAs, at law, or in equity. NFE expressly reserves all such rights and the right to supplement or amend this letter.

For the avoidance of doubt, if PREPA proceeds in such a manner it will constitute an anticipatory repudiation. "Under the law of Puerto Rico, where a party clearly expresses its intent not to perform its contractual obligations, the party will be found to have performed an anticipatory breach of the contract." *Malot v. Dorado Beach Cottages Assocs.*, No. CV 03-1185 (DRD), 2009 WL 10680820, at *3 (D.P.R. Dec. 22, 2009) (citing P.R. Laws Ann. tit. 31, §§ 3017, 3052 (1990)). Moreover, "where a party insists 'willfully or by mistake, on preconditions to performance not stated in the contract' that party will be found to have breached the contract by anticipatory repudiation." *Id.* Furthermore, "[a]nticipatory repudiation may come in the form of either words or conduct" *CPC Carolina PR, LLC v. P.R. CVS Pharmacy, LLC*, 494 F. Supp. 3d 144, 152–57 pin (D.P.R. 2020).

Sincerely,
NFENERGÍA LLC