

**GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU**

**IN RE: PUERTO RICO ELECTRIC
POWER AUTHORITY'S PERMANENT
RATE**

CASE NO.: NEPR-MI-2020-0001

SUBJECT: Special and limited
appearance of NFenergía LLC;
informative motion and request for
clarification and technical conference.

**SPECIAL AND LIMITED APPEARANCE OF NFENERGÍA LLC, INFORMATIVE
MOTION, AND REQUEST FOR CLARIFICATION AND TECHNICAL
CONFERENCE**

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COMES NOW NFenergía LLC ("NFenergía"), through its undersigned counsel, by special and limited appearance, without submitting to the jurisdiction of the Puerto Rico Energy Bureau (the "Bureau"), and with express reservation of all its rights, defenses, and remedies, and respectfully states and requests as follows:

I. NATURE AND SCOPE OF THIS APPEARANCE

1. NFenergía supplies natural gas to the Puerto Rico Electric Power Authority (the "Authority") under the natural gas sale and purchase agreement between them (the "Contract"). NFenergía is not an energy company or electric service company as defined in Article 1.3 of Act 57-2014, as amended, 22 L.P.R.A. § 1051a. It is not a party to this proceeding and does not seek to intervene in it.

2. NFenergía appears for the sole purposes of informing the Bureau and requesting the clarification and technical conference described below. Nothing in this motion, nor NFenergía's participation in the requested conference, constitutes a submission to the Bureau's jurisdiction over NFenergía, a waiver of any right, defense, or remedy, or an admission of fact or liability. Nor does it alter NFenergía's positions under the Contract or in any judicial or administrative proceeding, all of which are expressly reserved.

II. INFORMATIVE MOTION

3. NFEnergía reiterates its willingness to continue supplying natural gas to the Authority under the Contract, including the discharge of the cargo aboard the vessel Amur River in the next available operational window.

4. In its Resolution and Order of September 30, 2026, the Bureau directed the Authority to retain within the electric system any amount that, pursuant to the corresponding evaluation, may be deducted, offset, or withheld from payments to the supplier. In its Resolution and Order of October 4, 2026, on the Authority's motion of October 2, 2026 (the "October 4 Resolution"), the Bureau addressed the scope of that directive.

III. REQUEST FOR CLARIFICATION

5. At page 3 of the October 4 Resolution, the Bureau stated:

La directriz citada es expresa: comprende las cantidades que, conforme a la evaluación correspondiente, puedan ser descontadas, compensadas o retenidas mediante los mecanismos jurídicos y contractuales aplicables. Su ejecución requiere esa evaluación y no autoriza una retención indiscriminada de pagos ni sustituye los procedimientos contractuales pertinentes.

6. NFEnergía understands that language to read as follows in English:

The cited directive is explicit: it encompasses the amounts that, pursuant to the corresponding evaluation, may be deducted, offset, or withheld through the applicable legal and contractual mechanisms. Its implementation requires that evaluation and does not authorize an indiscriminate withholding of payments, nor does it replace the pertinent contractual procedures.

NFEnergía respectfully requests that the Bureau confirm that this English rendering accurately reflects the meaning of its October 4 Resolution, or provide the rendering the Bureau considers accurate.

7. At page 4 of the same October 4 Resolution, the Bureau further stated that the amount identified "no constituye una determinación de responsabilidad ni una cuantificación definitiva de cantidades recuperables" (does not constitute a

determination of liability or a definitive quantification of recoverable amounts), and that “[e]l Negociado de Energía no está modificando mediante esta Resolución y Orden las obligaciones contractuales de las partes” (the Energy Bureau is not modifying, through this Resolution and Order, the contractual obligations of the parties).

8. Based on that language, NFEnergía’s interpretation is that the Resolutions and Orders of September 30 and October 4, 2026 do not, by themselves, direct the Authority, or Genera PR, LLC acting on its behalf, to refrain from paying, or to withhold payment of, NFEnergía’s invoices for natural gas delivered under the Contract; and that any deduction, offset, or withholding may occur only after the corresponding evaluation and through the applicable legal and contractual mechanisms, without replacing the pertinent contractual procedures. NFEnergía respectfully requests that the Bureau clarify whether this interpretation is correct.

IV. REQUEST FOR TECHNICAL CONFERENCE

9. NFEnergía respectfully requests that the Bureau convene, at its earliest convenience, a technical conference with the Authority, Genera PR, LLC, and any other party the Bureau deems pertinent. NFEnergía would participate as an invitee, not as a party, and the conference would be limited to:

- (a) the operational coordination needed to resume natural gas deliveries to San Juan Units 5 and 6 and the other units supplied with natural gas by NFEnergía;
- (b) the procedure by which the Authority will implement the Resolutions and Orders of September 30 and October 4, 2026 consistently with the mechanisms of the Contract; and
- (c) any operational information the Bureau deems useful and NFEnergía is able to provide voluntarily.

10. To the extent the conference requires discussion of commercially sensitive information or information subject to confidentiality obligations under the Contract,

NFEnergía requests that such portion be conducted in a manner that protects that information and reserves its right to request appropriate protection.

11. Given the importance of this matter, NFEnergía respectfully requests that the Bureau address the clarification and the technical conference on an expedited basis.

WHEREFORE, NFEnergía respectfully requests that the Bureau:

- (a) take notice of the foregoing;
- (b) accept this special and limited appearance, without it constituting a submission of NFEnergía to the Bureau's jurisdiction or a waiver of any right, defense, or remedy;
- (c) clarify whether the interpretation stated in Part III is correct, and confirm the English rendering stated therein or provide the rendering it considers accurate; and
- (d) convene, at its earliest convenience, a technical conference with the scope described in Part IV, and authorize NFEnergía's limited participation for the purposes stated herein.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 10th day of October 2026.

By: s/ Lee R. Sepulvado-Ramos
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CERTIFICATE OF SERVICE

I hereby certify that on this same date I filed this motion with the Clerk of the Puerto Rico Energy Bureau through the Online Filing System, which will electronically notify all parties of record.

/s/ Carlo Defendini-Díaz
Carlo Defendini-Díaz