IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS), Plaintiff, v. NFENERGIA LLC ("NFE"), NEW FORTRESS ENERGY INC. ("NFE PARENT"), ATLANTIC ENERGY HOLDINGS LLC ("ATLANTIC"), INSURANCE COMPANIES A, B, AND C; and CORPORATIONS X, Y, AND Z, Defendants.	CIVIL NO. 3:26-cv-01423 (PAD) RE: Temporary Restraining Order and Preliminary Injunction (Fed. R. Civ. P. 65); Expedited Discovery (Fed. R. Civ. P. 26(d)(1)) EXPEDITED CONSIDERATION REQUESTED

EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION TO COMPEL PERFORMANCE OF SECTION 22.12 OF THE GAS SALES AGREEMENT, WITH NOTICE, AND FOR EXPEDITED DISCOVERY AND HEARING

TO THE HONORABLE COURT:

COMES NOW Plaintiff, the Puerto Rico Electric Power Authority ("PREPA"), through the Puerto Rico Public-Private Partnerships Authority ("P3A"), which holds "the sole authority to enforce this Agreement against Seller" under Section 22.13(b) of the Gas Sales Agreement, and through the Third-Party Procurement Office ("3PPO") (SAC ¶ 9), and through its undersigned legal representation, and respectfully moves under Rule 65(b) and (a) of the Federal Rules of Civil Procedure for a temporary restraining order and a mandatory preliminary injunction requiring Defendant NFEnergia LLC ("NFE") to perform, on an interim basis, Section 22.12 of the Gas Sales Agreement, and under Rule 26(d)(1) for limited expedited discovery.

PREPA also asks the Court to find, for purposes of this motion, that PREPA has shown a likelihood of success on its claims that the circumstances of Section 22.12.1 of the Gas Sales Agreement have occurred, under prong (A) or prong (B), so that NFE's obligation to enter into Tolling Arrangements has arisen, and that NFE's conduct constitutes Willful Misconduct, or a willful abandonment of its obligation to supply Gas, within the meaning of Section 12.5 of the Gas Sales Agreement. PREPA asks the Court to consider it on an expedited basis. It is supported by the declarations and exhibits listed below, the sworn statement of Genera PR LLC (SAC Ex. EE), and the Second Amended Complaint (Dkt. 22).

I. INTRODUCTION

Seventeen days ago, on October 13, 2026, the court in Civil No. 26-1621 vacated the scheduled hearing and denied interim relief because NFE's vessel, the Amur River, had moored at NFE's terminal, on the premise that NFE had resumed deliveries under the GSA. (Ex. 2.) It did so over PREPA's argument that the controversy was not moot and that the interruption would recur: "When the Amur River discharges and departs, supply depends again on the next vessel clearing the same constraints. NFE has not identified when, or aboard which vessel, the next cargo will arrive." (Civ. No. 26-1621, Dkt. 47 at 2, 10-11.) Seventeen days later, the harm has not recurred; it never stopped. Upon information and belief, San Juan Unit 5 has not received Gas since September 16. (Ex. 10 ¶¶ 6, 9-10.) Making matters worse, according to press reports, NFE now admits that the gas aboard the Amur River will run out on November 1, nineteen days after it docked, and that NFE has not identified the next vessel. (Part II.F, *infra*.) This Court should act now to prevent further and continuing irreparable harm.

On October 29, 2026, according to press reports, Zak Ahmed, director general of NFEnergía, testified under oath before the Puerto Rico House of Representatives that the LNG

aboard NFE's only vessel at its San Juan terminal will supply the San Juan generating plant, at most, until Sunday, November 1, 2026; that NFE has not determined which vessel will bring the next cargo, or when; and that "sería irresponsable de mi parte decirle con certeza que podamos hacer eso" ("it would be irresponsible of me to tell you with certainty that we can do that"). (Part II.F, *infra*.) NFE did not give that notice to PREPA, as the Gas Sales Agreement (the "GSA") requires. PREPA learned it from the press, after NFE had ignored two written demands for exactly that information. NFE is not acting to avert the next interruption. Only PREPA is.

The GSA provides the remedy. If Seller "(A) fails to deliver Gas as and when required under Section 4.4.1 . . . or (B) declares Force Majeure, then Seller will enter into tolling arrangements, consistent with the terms set forth in Schedule 5, permitting Buyer to deliver third-party LNG to Seller's Facilities." (GSA § 22.12.1.) According to press reports, NFE told the House the same thing on October 29: "Si NFEnergía no entrega, sea porque incumple o porque declara fuerza mayor, la AEE puede traer gas de otro suplidor a través de la terminal de NFEnergía" ("If NFEnergía does not deliver, whether because it breaches or because it declares force majeure, PREPA may bring gas from another supplier through NFEnergía's terminal"). (Part II.F, *infra*.) Yet NFE has refused every step toward that remedy since September 22, 2026.

PREPA discloses at the outset that it sought similar relief in *PREPA v. NFEnergia LLC*, Civ. No. 26-1621 (MAJ). That court found that "the compromised reliability of Puerto Rico's electrical grid plainly constitutes irreparable harm," and later that "PREPA has shown a strong likelihood of success on the merits," but denied a temporary restraining order twice, because each time NFE's own vessel was about to arrive, so PREPA could not show that third-party LNG would arrive first. (Ex. 1 at 5-6; Ex. 2.)[1] PREPA then dismissed that action without prejudice and

[1] Exhibits 1, 2, 6, 7, 8, and 9 were previously filed in *PREPA v. NFEnergia LLC*, Civ. No. 26-1621 (MAJ), which PREPA voluntarily dismissed, and are filed here so that they form part of the record of this action. Other filings in

brought its claims under the GSA in this action, which was filed first. The reason underpinning the earlier denial of interim relief no longer holds, for two reasons. First, the expectation that once NFE's vessel docked, Gas would flow and be delivered to the San Juan units as the GSA and the Nomination and Delivery Schedule (Ex. 6) require proved misplaced. The Amur River moored on October 13, 2026, yet, upon information and belief, San Juan Unit 5, which switched to diesel on September 16, has not received Gas since that date, and NFE has never confirmed that its terminal is available for third-party LNG, despite repeated written requests for it to do so. (Ex. 10 ¶¶ 6-7, 9-10, 13, 15.) Second, according to press reports, NFE's director general has now sworn that NFE has not identified its next vessel or when it will arrive. A third-party supplier can deliver LNG by ISO container within one day after NFE makes its facilities available, and by vessel within three to twenty days. (Ex. 9 ¶¶ 7-8.) For the first time, the evidence shows that third-party LNG can arrive before NFE's.

PREPA asks for relief in two stages. The temporary restraining order asks only for what NFE can do in one to three days: specifically, tell PREPA how much LNG remains on the Amur River and when its next vessel will arrive; confirm which of its facilities are available for third-party delivery of LNG; designate a contact person; produce the procedures and vessel criteria it already applies at its own terminal; and refrain from obstructing third-party delivery of LNG. Each is an obligation NFE already has under the GSA. (GSA §§ 2.4.3(b), 4.4.1, 11.4, 22.12; Sched. 5.) The preliminary injunction, after a hearing, asks the Court to require NFE to vet a third-party supplier's vessel, negotiate the Definitive Tolling Agreement on an appropriate schedule, report any disputed terms to the Court, provide the notices the GSA requires, and

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that case are cited as "TRO Dkt." The sworn statement of Genera PR LLC is already of record as Exhibit EE to the Second Amended Complaint. (Dkt. 22.)

refrain from conditioning access on terms the GSA does not contain. PREPA does not ask the Court to move any vessel or to impose any term to which NFE has not agreed under the GSA.

The urgency is exclusively of NFE's making, and NFE (in a blatant illustration of bad faith self-help) has no reason to cure it. Section 12.5 of the GSA caps each Party's liability at $40,000,000 per Contract Year, except for Willful Misconduct and for volumes Seller "willfully abandons any attempt to" supply. On the 3PPO's computation from Genera's data, the Deliver or Pay Payments for 2026 already exceed that cap. (Ex. 10 ¶ 19.) If PREPA is right, NFE's further failures this year are capped at an amount already reached; if NFE is right that its failures are Force Majeure, it costs NFE nothing. Either way, the next failure in 2026 costs NFE nothing, unless the Court finds that NFE's conduct falls outside the cap. A supplier that knows it will bear no cost for failing to deliver, and answers its customer with silence, acts with the "wanton indifference to . . . foreseeable and harmful consequences" that the GSA defines as Willful Misconduct. Tolling is the protection the parties bargained for, and it neither costs NFE one cent nor imposes on NFE an ounce of prejudice: NFE is in fact compensated for every MMBtu tolled. (GSA § 22.12.2.)

II. FACTUAL BACKGROUND

A. The GSA.

Section 22.12.1 obligates Seller to enter into Tolling Arrangements upon either of two triggers: Seller's failure to deliver Gas as and when required under Section 4.4.1, or Seller's declaration of Force Majeure. (SAC ¶ 58.) NFE is compensated at $0.50 per MMBtu tolled. (GSA § 22.12.2.) New tolling nominations stop only "[u]pon receipt of" Seller's written notice that it is able to resume LNG deliveries. (*Id.* § 22.12.3.) Any Tolling Arrangement "shall be treated as a separate and independent agreement for purposes of enforcement, performance, and

remedies." (*Id.* § 22.12.4.) Schedule 5 of the GSA sets out the terms of the Definitive Tolling Agreement between NFE, as Terminal Operator, and the third-party supplier, as Terminal User, and binds the Parties "to negotiate in good faith to finalize and execute a Definitive Tolling Agreement consistent with the terms set forth in this Tolling Term Sheet." (Sched. 5, items 2-9, 12; SAC ¶ 59.)

Section 4.4.1 requires Seller to deliver the Scheduled Monthly Quantity "at the Delivery Points at the Hourly Rate," and, if Seller "knows or has a reasonable basis to believe that it will not be able to make all or any part of the Scheduled Monthly Quantity of Gas available at a Delivery Point at the Hourly Rate during any Month, it will promptly notify Buyer in advance of such failure to deliver." (GSA § 4.4.1; SAC ¶ 49.) Sections 2.1.1 and 2.1.2 require Seller to cooperate and coordinate operations with Buyer, Section 2.4.3(b) requires notice of unplanned shutdowns that materially affect delivery, and Section 11.4 requires notice of any Force Majeure claim. (Ex. 4 at 2-3.)

Section 12.5 limits each Party's liability to $40,000,000 per Contract Year. The limit does not apply to liabilities arising from a Party's Willful Misconduct, or to Deliver or Pay Payments for volumes that Seller, without excuse, "willfully abandons any attempt to" supply, and it does not limit Buyer's obligation to pay NFE the Gas Price or the ISO Container Delivery Fee. (GSA § 12.5; SAC ¶ 55.) "Willful Misconduct" means "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." (GSA, Definitions; SAC ¶ 55.) Contract Year 2026 ends on December 31, 2026. (GSA, Definitions.)

B. The interruption of September 16 to October 13, 2026.

On September 16, 2026, NFE's vessel ran out of LNG with no replacement at the pier, and San Juan Units 5 and 6 switched to diesel. (Ex. 5; Ex. 6; Ex. 7 ¶ 6; Ex. 10 ¶ 6.) NFE's own terminal reports had projected the shortfall more than a day earlier; NFE gave Buyer no notice. (SAC ¶ 66.) On September 22, the 3PPO issued its Formal Activation of Tolling Arrangements and asked NFE to confirm the availability of its facilities, its protocols, and a contact person; NFE answered that tolling was "premature." On October 5 and 9, the 3PPO served formal demands for information; NFE did not answer either one. (SAC ¶¶ 78-80; SAC Exs. T, Y, CC, DD; Ex. 10 ¶ 7.) From October 2 to 13, NFE kept a loaded cargo outside the port, conditioning delivery on PREPA's commitment to pay its invoices "without any offset, netting, or other deduction," a condition the GSA does not contain; PREPA answered that it would pay as Article 9 of the GSA requires. (SAC ¶¶ 73-76; SAC Exs. U, V, W; Ex. 10 ¶ 8.) NFE itself valued its contract Gas at $9.76 per MMBtu against diesel at $34.03. (SAC Ex. T.) Genera PR LLC ("Genera"), Buyer's operator, has estimated under oath that the additional cost of running the San Juan and Palo Seco units on diesel exceeded $18,000,000 for September 16 through 30 alone. (SAC Ex. EE.)

On the 3PPO's preliminary computations, the Deliver or Pay Payments for 2026 now total approximately $45,800,000: $13,835,435 for January through July, and approximately $32,000,000 for the interruption of September 16 to October 13. NFE has paid none of them. (Ex. 10 ¶ 19; SAC ¶¶ 84-86.)

C. Since October 13, 2026, NFE has supplied only one of San Juan Units 5 and 6, and PREPA learned it from others.

NFE's vessel, the Amur River, moored on the morning of October 13, 2026. Since then, NFE has supplied Gas to only one of San Juan Units 5 and 6; the other has run on diesel. (Ex. 3

at 1; Ex. 10 ¶¶ 9-10.) Since October 15, NFE has supplied the San Juan TM2500 units only by ISO container, rather than from the terminal's sendout (the regasified gas the terminal delivers by pipeline to the San Juan units). (Ex. 3 at 1; Ex. 10 ¶¶ 4, 10.) For every ISO container, Buyer pays NFE a $250 ISO Container Delivery Fee in addition to the Gas Price; supplying the TM2500 units this way requires twenty to thirty deliveries per day, an added $5,000 to $7,500 per day, all to NFE's benefit derived from its own breaches. (GSA § 5.1.2; Ex. 10 ¶¶ 16-17.) On October 21, NFE's terminal told Genera that Unit 6 must run at no less than 140 MW because of the Amur River's own tank pressures, failing which the vessel would stop sending out gas. (Ex. 3 at 1-2; Ex. 10 ¶ 11.)

NFE gave PREPA none of the notices Sections 2.4.3(b), 4.4.1, and 11.4 require. Buyer, P3A, and the 3PPO learned of these conditions from Genera's operations personnel and from third parties, not from NFE. (Ex. 4 at 2; Ex. 10 ¶ 14.) Genera wrote to NFE's terminal every day from October 13 through October 22, asking for the terminal and sendout conditions, the time remaining to consume the vessel's inventory, the next vessel swap, and the reason for ISO-only supply to the TM2500 units. NFE answered none of those requests. (Ex. 3 at 2; Ex. 10 ¶ 12.)

On October 27, 2026, San Juan Unit 5, which had run on diesel since September 16, went out of service, and that night more than 150,000 customers lost power in load shedding caused by insufficient generation.[2]

[2] Manuel Guillama Capella, *¿100,000 abonados sin luz? LUMA Energy pronostica apagones selectivos por falta de generación*, El Nuevo Día (Oct. 27, 2026) (attributing "la pérdida de aproximadamente 270 megavatios (MW) de generación" (the loss of approximately 270 megawatts of generation) to San Juan Unit 5 and the limitation of Aguirre Unit 2, and projecting "una reserva proyectada de apenas 20 MW" (a projected reserve of barely 20 MW)); Redacción, *¿Habrá más apagones esta noche? Esto dice Genera PR sobre las fallas en cuatro centrales*, El Vocero (Oct. 27, 2026) (reporting that San Juan Unit 5 "salió de servicio este martes al mediodía" (went out of service Tuesday at midday), with no cause stated, and that other units at Aguirre, Palo Seco, and Costa Sur were limited or out of service); Metro Puerto Rico, *Más de 150 mil abonados se quedaron sin luz por fallas de generación*, Metro (Oct. 28, 2026) ("Más de 150 mil abonados se quedaron sin servicio eléctrico durante la noche del martes").

D. The 3PPO's demands of October 23 and 24, 2026, and NFE's silence.

On October 23, 2026, the 3PPO demanded that NFE explain in writing, within twenty-four hours: (1) why it was not delivering Gas to all of Buyer's units as nominated; (2) the cause of the limitation, whether at the terminal, the pipeline, the Amur River, or elsewhere; (3) why the TM2500 units were supplied only by ISO container; (4) the terminal and sendout conditions, the Amur River's remaining inventory and the time to consume it, the next vessel swap, and the ISO container inventory; (5) the corrective actions NFE would take; and (6) whether NFE claimed Seller's Unplanned Maintenance or Force Majeure. (Ex. 3 at 2-3.) Once again, NFE did not answer.

On October 24, 2026, the 3PPO gave NFE written notice that its failure to deliver and its failure to give the required notices were breaches of the GSA, and again activated the Tolling Arrangements. (Ex. 4 at 1-3.) It demanded that NFE, within forty-eight hours of receipt: (a) confirm which of Seller's Facilities are available to receive, regasify, and redeliver third-party LNG; (b) provide its protocols, terminal rules, and vessel criteria; (c) designate a representative available at all hours; (d) identify the first available window for third-party LNG, by Delivery Point; and (e) deliver a draft Definitive Tolling Agreement or comments on Buyer's draft. (*Id.* at 3.) The 3PPO sent both letters by electronic mail and by messenger. (Ex. 10 ¶ 13.) As with every request since September 22, NFE did not answer either one. (*Id.*)

E. A third-party supplier is ready.

A third-party supplier has sworn that it is "ready, willing, and able" to supply LNG for San Juan Units 5 and 6, the TM2500 units, and Palo Seco; that, once NFE makes its facilities available, it can begin ISO container deliveries to the TM2500 and Palo Seco units "within one day," and vessel deliveries to Units 5 and 6 "within three to twenty days"; and that it needs three

things from NFE: confirmation that its facilities are available, a designated representative, and NFE's operating procedures and vessel criteria. (Ex. 9 ¶¶ 4-5, 7-9, 12.) The ISO container path depends on NFE's terminal and truck-loading facilities, not on a vessel. (*Id.* ¶¶ 7, 10.)

F. NFE's testimony of October 29, 2026.

On October 29, 2026, NFE appeared before the Commission on Transportation and Infrastructure of the Puerto Rico House of Representatives. According to press reports, its director general, Zak Ahmed, testified under oath that the approximately 7,800 cubic meters of LNG aboard the Amur River would supply the San Juan plant, at most, until Sunday, November 1, 2026; that NFE had not yet determined which vessel would carry the next cargo or when it would arrive; and that he could not guarantee continued supply: "sería irresponsable de mi parte decirle con certeza que podamos hacer eso . . . Hay cosas que están fuera de nuestro control que no me permiten entonces darle esa certeza" ("it would be irresponsible of me to tell you with certainty that we can do that . . . There are things outside our control that do not allow me to give you that certainty").[3] According to press reports, in its written submission to the same Commission, NFE stated: "Si NFEnergía no entrega, sea porque incumple o porque declara fuerza mayor, la AEE puede traer gas de otro suplidor a través de la terminal de NFEnergía" ("If NFEnergía does not deliver, whether because it breaches or because it declares force majeure, PREPA may bring gas from another supplier through NFEnergía's terminal").[4] NFE has not

[3] Telemundo PR, *New Fortress no garantiza suministro de gas natural luego del domingo*, Telemundo Puerto Rico (Oct. 29, 2026) (reporting that the Amur River carries "aproximadamente 7,800 metros cúbicos de gas natural licuado" ("approximately 7,800 cubic meters of liquefied natural gas"), enough to supply the San Juan plant "como máximo, hasta el domingo 1 de noviembre" ("at most, until Sunday, November 1"), and that Mr. Ahmed "confirmó bajo juramento que la empresa todavía no ha determinado cuál será la próxima embarcación" ("confirmed under oath that the company has not yet determined which will be the next vessel")).

[4] Redacción, *NFE atribuye a problemas de acceso al puerto los retrasos en la entrega de gas a San Juan*, El Vocero (Oct. 29, 2026) (quoting NFEnergía's written submission to the Commission on Transportation and Infrastructure of the House of Representatives).

given PREPA any of this information. PREPA will file the hearing transcript when it becomes available.

III. LEGAL STANDARD

Courts weigh "(1) the plaintiff's likelihood of success on the merits; (2) the potential for irreparable harm in the absence of an injunction; (3) whether issuing the injunction will burden the defendants less than denying an injunction would burden the plaintiffs and (4) the effect, if any, on the public interest." *Cent. Me. Power Co. v. Me. Comm'n on Governmental Ethics & Election Pracs.*, 144 F.4th 9, 19 (1st Cir. 2025) (quotation omitted). The same factors govern a temporary restraining order. *Punta Lima, LLC v. Punta Lima Dev. Co.*, 403 F. Supp. 3d 22, 25 & n.1 (D.P.R. 2019). "Likelihood of success is the main bearing wall of the four-factor framework." *Ross-Simons of Warwick, Inc. v. Baccarat, Inc.*, 102 F.3d 12, 16 (1st Cir. 1996). Irreparable harm is measured "on a sliding scale" with it. *Braintree Labs., Inc. v. Citigroup Glob. Mkts. Inc.*, 622 F.3d 36, 42-43 (1st Cir. 2010).

PREPA acknowledges that the requested relief requires affirmative acts by NFE, but this emergency requires that NFE perform them promptly. A mandatory preliminary injunction "normally should be granted only in those circumstances when the exigencies of the situation demand such relief." *Id.* at 41 (quotation omitted). The First Circuit has affirmed a mandatory preliminary injunction requiring an insurer to perform its contractual obligation, governed by Puerto Rico law, to advance defense costs pending the merits, *W Holding Co. v. AIG Ins. Co.-P.R.*, 748 F.3d 377, 383-84, 386 (1st Cir. 2014), and one requiring continued performance of a contract while a dispute was pending, *Axia NetMedia Corp. v. Mass. Tech. Park Corp.*, 889 F.3d 1, 6-7 (1st Cir. 2018). Interim relief rests on "procedures that are less formal and evidence that is less complete than in a trial on the merits," *Univ. of Tex. v. Camenisch*, 451 U.S. 390, 395

(1981), and "[a]ffidavits and other hearsay materials are often received in preliminary injunction proceedings." *Asseo v. Pan Am. Grain Co.*, 805 F.2d 23, 26 (1st Cir. 1986).

IV. ARGUMENT

A. What has changed answers the reason relief was denied before.

In Civil No. 26-1621, the court required PREPA to show not only that it was suffering irreparable harm, but that the relief requested "will protect against" it. Because NFE's own vessel was about to arrive, PREPA could not make that showing. (Ex. 1 at 5-6; Ex. 2.) The facts are now the reverse. According to press reports, NFE has sworn that its gas will last until November 1 at most and that it has not identified the next vessel. (Part II.F, *supra*.) The supplier can deliver by ISO container to the TM2500 and Palo Seco units within one day, and by vessel to Units 5 and 6 within three to twenty days, once NFE makes its facilities available. (Ex. 9 ¶¶ 7-8.) The three things the supplier needs from NFE are the first three things the temporary restraining order would require. (*Id.* ¶ 12.) Relief granted now will shorten the coming inevitable interruption and make the remedy usable for every one that follows. Deferred to the next interruption or beyond, it will not.

B. PREPA is likely to succeed on the merits.

1. Section 22.12.1 is a binding obligation, and NFE has conceded the duty the temporary order enforces.

What the parties agree to has the force of law between them, and clear terms control. Civil Code arts. 1233, 354, 31 L.P.R.A. §§ 9754, 6342. Section 22.12.1 does not say Seller may consider tolling; it says Seller "will enter into tolling arrangements." That is a promise to contract, and if the party called upon refuses, the court may require performance. *Id.* art. 1235,

31 L.P.R.A. § 9756. The GSA preserves "urgent interim relief, including injunctions or conservatory measures." (GSA § 21.4.)

NFE has conceded this. In Civil No. 26-1621, it "recognize[d] that an exclusive remedy for a delivery breach does not automatically extinguish a distinct, enforceable duty to negotiate under Section 22.12," acknowledged that a court may enforce "the negotiation process itself," and agreed that Section 21.4 "preserves the right to apply for 'urgent interim relief.'" (TRO Dkt. 12 at 12-13, 26.) It also agreed that "[a] necessary first step may satisfy that inquiry when supported by a concrete, credible implementation plan." (TRO Dkt. 33 at 8.) The temporary restraining order is that first essential step, and the supplier's timetable is the plan. (Part IV.A, *supra*.)

2. Section 22.12.1 is triggered whatever NFE's explanation, and NFE says so itself.

Section 4.4.1 treats as a shortfall "Seller's failure to deliver the Hourly Rate of Gas during an hour of such Month." Every hour a San Juan unit runs on diesel for want of NFE's Gas is such a failure. If the failure is unexcused, prong (A) is met; if NFE claims Force Majeure, prong (B) is met. NFE agrees. It wrote to the 3PPO on June 15, 2026 that it had "not failed to deliver Gas and therefore has no obligation to enter into any Tolling Arrangements," reading failure to deliver as the trigger (SAC Ex. O), and it told the House on October 29 that if it does not deliver, "sea porque incumple o porque declara fuerza mayor" ("whether because it breaches or because it declares force majeure"), PREPA may bring gas from another supplier through its terminal. (Part II.F, *supra*.) The causes NFE has mentioned, the Amur River's tank pressures and the readiness of its own terminal, are conditions of Seller's Facilities. (Ex. 3 at 1-2.) And if NFE contends that some act of Buyer prevented delivery, Section 4.4.1 required it to say so in advance; it said nothing. As the First Circuit explained in enforcing a promise to perform while a

dispute was pending, the contrary view would turn the promise into "a lesser promise," one to perform "only if the promisor is likely to lose the dispute." *Axia*, 889 F.3d at 7. The clause in *Axia* expressly required performance during a dispute; prong (B) of Section 22.12.1 shows that the tolling promise was written for precisely the period in which Seller claims an excuse. And because Section 22.12.4 makes any Tolling Arrangement "separate and independent . . . for purposes of enforcement, performance, and remedies," the Court may measure likelihood of success on the tolling obligation itself, as *Axia* did, without first resolving NFE's Force Majeure defense. *See id.* PREPA asks the Court to find, for purposes of this motion, that PREPA has shown a likelihood of success on its claim that the circumstances of Section 22.12.1 have occurred and that NFE's obligation to enter into Tolling Arrangements has arisen.

3. NFE has breached Section 22.12 and its notice obligations.

NFE has not confirmed that its facilities are available, provided any procedure or vessel criterion, designated a contact person, or proposed a Definitive Tolling Agreement. It called the obligation "premature," conditioned supply on payment terms the GSA does not contain, gave none of the notices the GSA requires, and left unanswered every written request since September 22, including the demands of October 23 and 24. (Ex. 7 ¶ 11; Ex. 10 ¶¶ 12-15; Exs. 3, 4.) It has disclaimed any "free-standing suspension right merely because the parties disagree about payment." (TRO Dkt. 33 at 21.)

4. NFE's prior defenses do not change the result.

NFE argued in Civil No. 26-1621 that a duty to negotiate sounds only in damages, citing *K-Mart Corp. v. Davis*, 756 F. Supp. 62, 68-69 (D.P.R. 1991). (Ex. 8 at 11.) *K-Mart* involved negotiations that "lack[ed] the maturity upon which a grant of specific performance can be based," with terms "as basic as the rent" undiscussed. 756 F. Supp. at 67. Here Schedule 5 sets

out the terms of an executed contract, and the 2020 Civil Code authorizes the court to require performance of a preliminary contract. 31 L.P.R.A. § 9756; *see Redbrick Partners, L.P. v. Gautier*, 552 F. Supp. 2d 183, 186-87 (D.P.R. 2007) (party bound by precontract "not at liberty to withdraw from negotiations at will"). PREPA does not ask the Court to impose any term to which NFE has not agreed. Section 22.12.3 ends new tolling nominations only upon Seller's written notice that it can resume deliveries, which NFE has never given. And Section 12.4.2, which limits Buyer's remedies for an "unexcused failure to deliver Gas," does not reach NFE's distinct promise to enter into tolling arrangements, which Section 22.12.4 makes "separate and independent . . . for purposes of enforcement, performance, and remedies."

C. NFE cannot defeat relief with the gaps its own silence created.

The operating facts of NFE's terminal, its inventory, its vessel plans, and the reasons for its limited supply, are facts primarily in NFE's possession and withheld from PREPA by NFE's silence. The GSA required NFE to give them to Buyer. (GSA §§ 2.1.1, 2.1.2, 2.4.3(b), 4.4.1, 11.4.) Instead, NFE answered no request from Buyer's operator or the 3PPO, and, although it plainly had that information, disclosed its supply outlook to a legislative committee rather than to its customer. (Parts II.C, II.D, II.F, *supra*.) The parties must perform in good faith, Civil Code art. 1062, 31 L.P.R.A. § 8983, and a party that withholds the information its contract obliges it to provide cannot rely on its absence to defeat the remedy the contract gives the other side. Expedited discovery is necessary to bring NFE's asserted basis for its supply conditions before the Court.

D. PREPA will suffer irreparable harm absent relief.

Irreparable harm is harm that cannot adequately be remedied "either by a later-issued permanent injunction, after a full adjudication on the merits, or by a later-issued damages

remedy." *Rio Grande Cmty. Health Ctr., Inc. v. Rullan*, 397 F.3d 56, 76 (1st Cir. 2005); *see K-Mart Corp. v. Oriental Plaza, Inc.*, 875 F.2d 907, 914 (1st Cir. 1989). "[T]he compromised reliability of Puerto Rico's electrical grid plainly constitutes irreparable harm." (Ex. 1 at 5.) Diesel operation reduces efficiency by 2 to 3 percent and available capacity by approximately 10 percent, accelerates wear, and increases the risk of forced outages. (Ex. 10 ¶ 18; Ex. 1 at 2.) NFE itself has warned the Coast Guard that losing LNG supply at its terminal would leave "33% of Puerto Rico's population facing power outages." (Ex. 11.) On October 27, the unit NFE had left on diesel went out of service on a night of load shedding. (Part II.C, *supra*.) And on November 1, by NFE's own account, the gas may stop entirely. "If the plaintiff suffers a substantial injury that is not accurately measurable or adequately compensable by money damages, irreparable harm is a natural sequel." *Ross-Simons*, 102 F.3d at 19; *see Almond v. Capital Props., Inc.*, 212 F.3d 20, 25 (1st Cir. 2000) ("injunctions against contract breach are common where there is some reasonable doubt about whether damages can be sufficient").

NFE has relied on *Ocean Spray Cranberries, Inc. v. PepsiCo, Inc.*, 160 F.3d 58 (1st Cir. 1998). (TRO Dkt. 33 at 7.) *Ocean Spray* affirmed the denial of an injunction because the defendant's distribution channel "remains open" to the plaintiff and the plaintiff could renew its request later, and it distinguished conduct with "immediate adverse effect," including "the cut-off of supplies." *Ocean Spray*, 160 F.3d at 62-63. According to press reports, NFE has sworn to a cut-off of supplies on November 1.

E. The liability cap makes the next failure likely, and NFE's conduct shows its indifference.

The limitation of liability is why the harm will recur for the rest of 2026. PREPA does not invoke the cap to measure damages. It invokes the cap to show what NFE, on its own view of the cap, stands to lose from the next failure: nothing. If PREPA's computation is correct, the cap

is reached; if NFE's Force Majeure position is correct, nothing is owed. Either way, a further failure to deliver in 2026 costs NFE nothing in Deliver or Pay unless the Court finds that NFE's conduct falls outside the cap, while the measures that would prevent it, a vessel scheduled on time, full supply to the San Juan units, and timely answers to its customer, cost NFE money. The Deliver or Pay Payment is measured under Section 4.4.3 by the same difference between the price of replacement fuel and the Gas Price; at the diesel cost Genera has estimated under oath, more than $18,000,000 above the cost of Gas in fifteen days, an interruption like September's reaches the annual limit in about five weeks. (SAC Ex. EE.) The Contract Year ends on December 31, 2026, so the incentive is strongest now, and it will return whenever the annual limit is reached again.

NFE's conduct fits that calculation: every shortfall labeled Force Majeure; a loaded cargo kept outside the port for eleven days to obtain payment terms the GSA does not contain; the TM2500 units moved from pipeline to ISO containers, for which Buyer pays NFE an extra fee Section 12.5 leaves uncapped; silence in response to every request since October 13; and a sworn statement to a legislative committee, as reported by the press, not to Buyer, that the gas will run out and no vessel is in sight. That is conduct "done or omitted to be done with reckless disregard for or wanton indifference to, its foreseeable and harmful consequences," the GSA's definition of Willful Misconduct. And for the volumes NFE does not supply after its vessel runs dry with no replacement arranged, NFE "willfully abandons any attempt to perform its obligation to supply Gas." (GSA § 12.5.) PREPA asks the Court to find, for purposes of this motion, that PREPA has shown a likelihood of success on its claim that NFE's conduct falls within those exceptions. (SAC ¶¶ 143-149.)

NFE's past resumptions do not dispel the danger. Each rested "entirely upon the defendants' discretion rather than upon any enforceable promises." *KG Urb. Enters., LLC v. Patrick*, 969 F. Supp. 2d 52, 58 (D. Mass. 2013). If NFE now announces a vessel, the announcement will not end the need for relief: a defendant's voluntary change of course does not defeat an injunction where there remains "some cognizable danger of recurrent violation." *United States v. W.T. Grant Co.*, 345 U.S. 629, 633 (1953); *see United States v. Or. State Med. Soc'y*, 343 U.S. 326, 333 (1952); *Adams v. Bowater Inc.*, 313 F.3d 611, 615 (1st Cir. 2002) (where a defendant gives no assurance against repetition, "a natural suspicion is provoked that recurrence may well be a realistic possibility").

F. PREPA moved promptly.

"[D]elay between the institution of an action and the filing of a motion for preliminary injunction, not attributable to intervening events, detracts from the movant's claim of irreparable harm." *Charlesbank Equity Fund II, Ltd. v. Blinds To Go, Inc.*, 370 F.3d 151, 163 (1st Cir. 2004). This motion rests on intervening events: the 3PPO's demands of October 23 and 24, which NFE has left unanswered, the outage of October 27, and NFE's testimony of October 29. PREPA files this motion the next day.

G. The balance of hardships and the public interest favor relief.

The burden on NFE is limited. It must answer the questions the GSA already requires it to answer, confirm facilities it operates, produce procedures it already applies, designate a contact, and negotiate terms it accepted in Schedule 5. Tolling costs NFE nothing; NFE is in fact compensated for every MMBtu tolled, and it retains good-faith technical vetting of any vessel. (GSA § 22.12.2; Sched. 5, item 7.) The order requires no vessel movement now, no waiver of any regulatory requirement, no payment, and no term NFE has not agreed to. On the other side

are the reliability of the San Juan units, the diesel cost of each interruption (SAC Ex. EE), and the daily ISO Container Delivery Fees Buyer pays for Gas the terminal could deliver by pipeline. Absent tolling, the next interruption falls entirely on PREPA and the public. The public interest in reliable electric service is self-evident, and the court in Civil No. 26-1621 already recognized that the reliability of Puerto Rico's grid is at stake. (Ex. 1 at 5.)

H. The Court should order limited expedited discovery.

Expedited discovery is appropriate where "reasonable . . . in light of all the circumstances," considering its purpose, its ability to prevent irreparable harm, the likelihood of success, the burden, and prematurity. *KPM Analytics N. Am. Corp. v. Blue Sun Sci., LLC*, 540 F. Supp. 3d 145, 146 (D. Mass. 2021) (quoting *Momenta Pharms., Inc. v. Teva Pharms. Indus. Ltd.*, 765 F. Supp. 2d 87, 88 (D. Mass. 2011)). The facts are primarily in NFE's possession, the GSA already obliged NFE to provide them, and the requests are narrow. PREPA asks that NFE produce within seven days documents sufficient to show: (a) the cause of each limitation on supply to San Juan Units 5 and 6 and the TM2500 units since October 13, 2026; (b) the quantities of Gas delivered to each Delivery Point since September 16, 2026; (c) the daily LNG inventory aboard the Amur River and the daily sendout from the San Juan terminal, by Delivery Point, from October 13, 2026 until the vessel's departure; (d) the vessel schedule for the San Juan terminal through December 31, 2026; (e) the written procedures and criteria NFE applies at its terminal for scheduling, berthing, vessel compatibility, measurement, and title transfer; and (f) the ISO containers delivered to the TM2500 units each day since October 15, 2026, and the fees invoiced for them. This production is separate from the disclosures the temporary restraining order would require within twenty-four to seventy-two hours; it is the documentary record for the hearing on the preliminary injunction.

I. The order is specific, and security should be nominal.

Rule 65(d)'s specificity requirements are "designed to prevent uncertainty and confusion . . . and to avoid" basing a "contempt citation on a decree too vague to be understood." *NBA Props., Inc. v. Gold*, 895 F.2d 30, 32 (1st Cir. 1990) (quoting *Schmidt v. Lessard*, 414 U.S. 473, 476 (1974)). Each item of the proposed orders names a specific act, its required content, and a deadline, and provides a procedure for any claimed legal impediment. The Court has "wide discretion" over security. *Axia*, 889 F.3d at 11 (quotation omitted); *Int'l Ass'n of Machinists & Aerospace Workers v. E. Airlines, Inc.*, 925 F.2d 6, 9 (1st Cir. 1991). Courts may require only nominal security where the injunction protects the public interest or the enjoined party's damages would be minimal. *See Crowley v. Local No. 82, Furniture & Piano Moving*, 679 F.2d 978, 999-1001 (1st Cir. 1982), *rev'd on other grounds*, 467 U.S. 526 (1984) (no bond required in suits to enforce "public interests"); *Waldron v. George Weston Bakeries, Inc.*, 575 F. Supp. 2d 271, 279-80 (D. Me. 2008) ($1,000 bond where wrongful-injunction damages would be "minimal"). PREPA is a public corporation acting to protect the electric supply of Puerto Rico, and NFE's compliance costs are minimal. PREPA requests security of no more than $1,000.

V. REQUEST FOR EXPEDITED CONSIDERATION

Because, according to press reports, NFE has sworn that its supply may end on November 1, 2026, PREPA respectfully requests that the Court (1) decide the request for a temporary restraining order and the request for expedited discovery on the papers, without a hearing; and (2) set a schedule for NFE's opposition to the preliminary injunction and an evidentiary hearing to follow the expedited production. Neither request in item (1) requires a hearing. *See* Fed. R. Civ. P. 65(b)(1) (permitting a temporary restraining order even without notice); Fed. R. Civ. P. 26(d)(1) (discovery before the Rule 26(f) conference "when authorized . .

. by court order"). The restraining order seeks only disclosures NFE already owes under the GSA and its abstention from obstructing third-party LNG, and the facts on which it rests are sworn. (Exs. 9-10; SAC Ex. EE.) At the evidentiary hearing on the preliminary injunction, PREPA will present the testimony of representatives of the 3PPO, Genera, and LUMA Energy.

VI. RELIEF REQUESTED

WHEREFORE, PREPA respectfully requests that the Court:

A. Temporary restraining order.

Enter a temporary restraining order directing NFE, its officers, agents, employees, and attorneys, and all persons in active concert or participation with them who receive actual notice of the order, *see* Fed. R. Civ. P. 65(d)(2), to:

(a) within twenty-four (24) hours, state in writing to P3A, through the 3PPO, and to Genera the LNG inventory aboard the Amur River, its projected exhaustion date and hour, and the identity, cargo, and expected arrival date of the next vessel for the San Juan terminal, if any;

(b) within twenty-four (24) hours, state in writing to P3A, through the 3PPO, whether each of NFE's San Juan LNG terminal, jetty, unloading arms, regasification equipment, pipelines to San Juan Units 5 and 6 and the San Juan TM2500 units, and the facilities serving the Palo Seco units are available to receive, regasify, and redeliver LNG supplied by a third party for PREPA, including by ISO container, and, for any that NFE contends is unavailable, identify it and state why;

(c) within twenty-four (24) hours, designate in writing to P3A, through the 3PPO, a representative with authority to act for NFE on the matters in this order, with a telephone number and e-mail address at which that person can be reached at all times;

(d) within seventy-two (72) hours, deliver to P3A, through the 3PPO, copies of the written procedures NFE applies at its San Juan terminal for (i) scheduling and nominating LNG deliveries, (ii) berthing and mooring LNG vessels, (iii) receiving LNG by ISO container, (iv) measuring and testing the quality of LNG received, and (v) transferring title to LNG, together with the written criteria NFE uses to determine whether an LNG vessel is compatible with its San Juan terminal, and, where any procedure or criterion is not written, a written description sufficient to permit compliance; and

(e) refrain from entering into any agreement, or taking any other action, that would prevent or delay the receipt at NFE's facilities of LNG supplied by a third party for PREPA, and from conditioning that receipt on PREPA's payment of disputed invoices or on payment "without any offset, netting, or other deduction."

B. Preliminary injunction.

After a hearing, enter a preliminary injunction continuing the above relief and directing NFE to: (a) give P3A, through the 3PPO, and Genera written notice within twenty-four hours after NFE knows or has a reasonable basis to believe that it will not be able to deliver all or any part of the Scheduled Monthly Quantity at any Delivery Point at the Hourly Rate, which gives concrete content to the obligation to "promptly notify Buyer in advance" in Section 4.4.1; (b) within five days after receiving a vessel's identity and the technical information required by NFE's criteria, complete in good faith its review of that vessel and issue a written decision approving it, approving it with stated conditions, or rejecting it with each technical basis and the criterion on which it rests; (c) within five days, deliver to PREPA and its supplier a draft Definitive Tolling Agreement consistent with Schedule 5, or written comments on PREPA's draft, and negotiate in good faith on a schedule fixed by the Court; and (d) within ten days, file with PREPA a joint report identifying the terms agreed, the terms disputed, each party's proposed language for each disputed term, and the provision of Section 22.12 or Schedule 5 on which each position relies, provided that no party shall be required to execute an agreement containing a term to which it has not agreed absent further order of the Court.

C. Expedited discovery.

Order the expedited discovery described in Part IV.H.

D. Finding of likelihood of success under Section 22.12.1.

Find, for purposes of this motion, that PREPA has shown a likelihood of success on its claim that the circumstances of Section 22.12.1 of the GSA have occurred, under prong (A) or prong (B), and that NFE's obligation to enter into Tolling Arrangements has arisen.

E. Finding of likelihood of success under Section 12.5.

Find, for purposes of this motion, that PREPA has shown a likelihood of success on its claim that NFE's conduct constitutes Willful Misconduct, or willful abandonment of its obligation to supply Gas, within the meaning of Section 12.5 of the GSA.

F. Security and further relief.

Set security at a nominal amount, no more than $1,000, and grant such other relief as is just. Proposed orders are submitted with this motion.

I HEREBY CERTIFY that on this date I filed this motion, its exhibits, and the proposed orders through the Court's CM/ECF system, which will send notification of such filing to all counsel of record.

RESPECTFULLY SUBMITTED, in San Juan, Puerto Rico, this 30th day of October, 2026.

s/ Max Pérez-Bouret
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Counsel for Plaintiff PREPA by designation of 3PPO

LIST OF EXHIBITS

Exhibit 1: Order, *PREPA v. NFEnergia LLC*, Civ. No. 26-1621 (MAJ), Dkt. 18, 2026 WL 2969679 (D.P.R. Oct. 2, 2026)

Exhibit 2: Order, Civ. No. 26-1621 (MAJ), Dkt. 48 (Oct. 13, 2026)

Exhibit 3: 3PPO letter to NFE, Demand for Explanation and Corrective Action, October 23, 2026

Exhibit 4: 3PPO letter to NFE, Notice of Breach of Seller's Notice Obligations and Formal Activation of Tolling Arrangements, October 24, 2026

Exhibit 5: Summary Chart, Gas Scheduled and Delivered by Delivery Point, September 16 to October 13, 2026

Exhibit 6: Nomination and Delivery Schedule, September 2026, sent August 5, 2026 (previously filed at Civ. No. 26-1621 (MAJ), Dkt. 16-2)

Exhibit 7: Declaration of Miguel García, Contract Manager, RECOMS (3PPO), September 28, 2026 (previously filed at Civ. No. 26-1621 (MAJ), Dkt. 1-13)

Exhibit 8: NFE Motion to Deny as Moot (previously filed at Civ. No. 26-1621 (MAJ), Dkt. 46)

Exhibit 9: Declaration of Jacquelyn Gonsalez, Crowley LNG Puerto Rico, LLC, October 3, 2026 (previously filed at Civ. No. 26-1621 (MAJ), Dkt. 19-2)

Exhibit 10: Declaration of Miguel García, Contract Manager, RECOMS (3PPO), October 30, 2026

Exhibit 11: NFEnergía, Request for One-Time Waiver to the U.S. Coast Guard (Oct. 1, 2024)

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS), Plaintiff, v. NFENERGIA LLC, Defendant.	Case No. 26-CV-01621 (MAJ)

TEMPORARY RESTRAINING ORDER AND ORDER SETTING PRELIMINARY INJUCTION SCHEDULE

Before the Court is Plaintiff Puerto Rico Electric Power Authority's ("PREPA") Emergency Motion for Temporary Restraining Order ("TRO") and Preliminary Injunction (the "Motion"). (**ECF No. 2**). Defendant NFEnergia LLC ("NFE") received notice of the Motion on September 28, 2026, (**ECF No. 4**), and responded on October 1, 2026. (**ECF No. 12**). PREPA filed a Reply later on October 1, 2026. (**ECF No. 16**). Having considered the Motion, the Complaint, the Response, the supporting declaration, and the record, the Court **DENIES WITHOUT PREJUDICE** the request for a temporary restraining order as set forth below.

I. FACTUAL BACKGROUND

According to the Verified Complaint and the exhibits submitted in support of the

Request for TRO, PREPA is a public corporation and government instrumentality of the Commonwealth of Puerto Rico that operates power generating units in San Juan and Palo Seco. (**ECF No. 1 ¶¶ 1, 23**). Defendant NFE, an LLC under Puerto Rico law, owns and operates the only LNG import terminal in the northern part of Puerto Rico, located at Piers A and B of the San Juan Port. (**ECF No. 1 ¶ 18**).

PREPA and NFE entered into the Gas Sales Agreement (the "GSA") on December 4, 2025, under which NFE, the Seller, delivers and supplies natural gas to PREPA's power generating units. (**ECF No. 1 ¶ 23**). Section 21.12.1 of the GSA provides that "If Seller (A) fails to deliver Gas as and when required under Section 4.4.1 of this Agreement or (B) declares Force Majeure, then Seller will enter into tolling arrangements, consistent with the terms set forth in Schedule 5, permitting Buyer to deliver third-party LNG to Seller's Facilities (the '**Tolling Arrangements**')." (**ECF No. 1-1 at 48**).

NFE has not delivered LNG to San Juan Units 5 and 6 since September 16, 2026. (**ECF No. 1 ¶ 2**). That day, NFE shut down terminal sendout at 12:45 p.m. and PREPA switched Units 5 and 6 to run on diesel. (**ECF No. 1 ¶ 35**). The estimated cost of running both units and the GE TM2500 units at San Juan and Palo Seco on diesel is over $700,000 per day. (**ECF No. 1 ¶ 52**). Use of diesel over natural gas reduces efficiency by 2 to 3 percent, reduces available capacity by approximately 10 percent, and increases the risk of outages. *Id.* Because NFE's San Juan facility is the sole point of entry for LNG to Units 5 and 6, failure to supply natural gas results in an immediate interruption. (**ECF No. 1 ¶ 31**). Units 5 and 6 do not have reserve storage tanks, therefore the LNG pier serves as both transport vessel and reservoir. (**ECF No. 1 ¶ 32**). NFE's San Juan terminal is the only LNG receipt, regasification, and handling facility in northern Puerto Rico. (**ECF No. 1 ¶ 30**).

NFE chartered the LNG carrier *Amur River* to supply the terminal. (**ECF No. 1 ¶¶ 35—36**). However, due to an ongoing dispute between NFE and the San Juan Bay Pilots

Association in the action *Busto-Álvarez, et al. v. NFEnergia LLC*, Civ. No. 25-01462 (SCC), as well as concerns over the ship's size, the *Amur River* has yet to arrive at the terminal. (**ECF No. 1 ¶ 40**).

On September 21, 2026, NFE sent notices under Section 11.4 of the GSA stating that it considered that events have occurred that may lead it to claim Force Majeure relief. (**ECF No. 1 ¶ 43**). The next day, constituent entities of PREPA notified NFE that a triggering condition under Section 22.12.1(A) had occurred and requested that NFE confirm its readiness to enter into Tolling Agreements and take actions to facilitate PREPA's ability to obtain third-party LNG. (**ECF No. 1 ¶ 44**). NFE responded that it was premature to consider tolling their facilities and refused to provide the requested information. (**ECF No. 1 ¶ 45**). The parties subsequently failed to agree on whether NFE was obligated to enter into the Tolling Agreements (**ECF No. 1 at ¶¶ 46–48**). As of September 26, the *Amur River* had diverted to the Dominican Republic due to low supplies. PREPA alleges that a third-party supplier has advised them that it is available to deliver LNG by truck immediately and by vessel in the coming weeks. (**ECF No. 1 at ¶ 49**). On October 1, 2026, the San Juan Bay Pilots Association filed an informative motion before the Hon. Silvia Carreño-Coll that they have arranged pilotage services to bring the *Amur River* into San Juan Bay at 6:00 a.m. on October 4, 2026. ECF No. 425, *Busto-Álvarez, et al. v. NFEnergia LLC*, Civ. No. 25-01462 (SCC).

PREPA seeks a temporary restraining order directing NFE to refrain from taking actions that would prevent or delay the receipt at NFE's San Juan terminal of LNG supplied by a third party for PREPA, as well as affirmative relief facilitating the same. (**ECF No. 2 at 13**).

II. LEGAL STANDARD

Rule 65 of the Federal Rules of Civil Procedure empowers the Court, in its discretion, to either issue a preliminary injunction or a temporary restraining order ("TRO"). Fed. R. Civ. P. 65. "A temporary restraining order is a provisional remedy imposed to maintain the status quo until a full review of the facts and legal arguments is available." *Ginzburg v. Martínez-Dávila*, 368 F. Supp. 3d 343, 347 (D.P.R. 2019) (internal quotations and citations omitted).

To determine whether to issue a TRO, the Court applies the same analysis used to evaluate a request for a preliminary injunction. *See Orkin v. Albert*, 557 F. Supp. 3d 252, 256 (D. Mass. 2021) ("The standard for issuing a TRO is the same as for a preliminary injunction.") (internal quotations omitted). Accordingly, the Court weighs four factors in determining whether to issue a TRO:

> (1) the plaintiff's likelihood of success on the merits; (2) the potential for irreparable harm in the absence of an injunction; (3) whether issuing the injunction will burden the defendants less than denying an injunction would burden the plaintiffs; and (4) the effect, if any, on the public interest.

Central Maine Power Co. v. Maine Commission on Governmental Ethics and Election Practices, 144 F.4th 9, 19 (1st Cir. 2025). Under Rule 65 of the Federal Rules of Civil Procedure, a court may issue a temporary restraining order only if:

> (A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and
>
> (B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.
>
> Fed. R. Civ. P. 65(b)(1)(A)–(B).

III. ANALYSIS

Assuming, without deciding, that PREPA has met its burden of showing a likelihood of success on the merits, the Court turns to evaluate whether PREPA has made a requisite showing that it will suffer irreparable harm in the absence of the requested relief. Irreparable

harm is harm that cannot adequately be remedied "either by a later-issued permanent injunction, after a full adjudication on the merits, or by a later-issued damages remedy." *Rio Grande Cmty. Health Ctr., Inc. v. Rullan*, 397 F.3d 56, 76 (1st Cir. 2005). As the First Circuit has put it, irreparable harm and the inadequacy of traditional legal remedies are "flip sides of the same coin": if money damages will fully alleviate the harm, the harm is not irreparable. *K-Mart Corp. v. Oriental Plaza, Inc.*, 875 F.2d 907, 914 (1st Cir. 1989). District courts enjoy broad discretion in evaluating the irreparability of alleged harm. *Id.*

PREPA claims that, in the absence of relief, it will suffer irreparable harm in the form of continuing to operate its units on diesel fuel, which reduces efficiency, accelerates wear, and increases the risk of forced outages. (**ECF No. 2 at 9**). NFE counters that PREPA's alleged injury is purely monetary in nature and that a history of prior diesel-switching events shows that such occurrences are a routine part of PREPA's operations. (**ECF No. 12 at 16–22**). They also point to litigation efforts by PREPA to seek compensation for these occurrences as evidence that it is compensable harm. *Id.*

While reduced efficiency and accelerated wear on facilities and machinery may be compensable through monetary harm, the compromised reliability of Puerto Rico's electrical grid plainly constitutes irreparable harm. *See California Independent Sys. Operator Corp. V. Reliant Energy Servs., Inc.*, 181 F. Supp. 2d 1111, 1121 (E.D. Cal. 2001) (ruling that the threat of rolling blackouts and short supply of electricity constituted irreparable harm); *see also RENEW Northeast v. United States Dep't of Interior*, 2026 WL 1078282, *31 (D. Mass. Apr. 21, 2026). Nevertheless, PREPA does not make a showing that the requested relief will prevent the identified irreparable harm. In order for the extraordinary remedy of a temporary restraining order to be imposed, PREPA must show that the preliminary relief will protect against the irreparable harm, not merely that it is suffering irreparable harm. *See Winter v.*

Natural Res. Def. Council, Inc., 555 U.S. 7, 20 (2008) ("A plaintiff seeking a preliminary injunction must establish that . . . he is likely to suffer irreparable harm in the absence of preliminary relief[.]"); *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 312 (1982) ("An injunction should only issue where the intervention of a court of equity is essential in order effectually to protect property rights against injuries otherwise irremediable.") (internal quotations omitted).

As PREPA concedes, their requested affirmative relief is mandatory injunction that "normally should be granted only in those circumstances when the exigencies of the situation demand such relief." *Braintree Laboratories, Inc. v. Citigroup Global Markets Inc.*, 622 F.3d 36, 41 (1st Cir. 2010) (internal quotations omitted); (**ECF No. 2 at 5**). PREPA's requested relief would have the Court order NFE to furnish information within two days from the order and work with PREPA to facilitate the arrival of a third-party supplier of LNG at its San Juan terminal.

PREPA has been running San Juan Units 5 and 6 on diesel since September 16, 2026. But since the filing of the request for TRO, new developments prevent the Court from issuing the requested petition. The *Amur River* is scheduled to arrive with LNG in San Juan Bay early on the morning of Sunday, October 4. *See* ECF No. 425, *Busto-Álvarez, et al. v. NFEnergia LLC*, Civ. No. 25-01462 (SCC). Thus, PREPA fails to make a showing that, even if the Court ordered NFE to furnish the requested information and enter into Tolling Agreements, it would be able to thereafter conclude agreements with third parties such that it will receive third party LNG before it receives LNG from the *Amur River*. Accordingly, PREPA has not alleged facts that enable the Court to conclude that it will suffer irreparable harm *in the absence of relief*. *See Atlantic Salmon Federation U.S. v. Merimil Ltd. Partnership*, 2022 WL 558358, *7 (D. Me. Feb. 24, 2022) ("[A] plaintiff must 'show that the requested injunction would forestall the

irreparable harm.'") (quoting *Nat'l Wildlife Federation v. Nat'l Marine Fisheries Service*, 886 F.3d 803, 819 (9th Cir. 2018)).

IV. CONCLUSION

For the foregoing reasons, the request for a Temporary Restraining Order and Preliminary Injunction at ECF No. 2 is **DENIED WITHOUT PREJUDICE**.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this 2nd day of October, 2026.

***s/* María Antongiorgi-Jordán**
MARIA ANTONGIORGI-JORDAN
UNITED STATES DISTRICT JUDGE

Outlook

Activity in Case 3:26-cv-01621-MAJ Puerto Rico Power Authority (PREPA) v. NFENERGIA LLC Order

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United States District Court

District of Puerto Rico

Notice of Electronic Filing

The following transaction was entered on 10/13/2026 at 11:56 AM AST and filed on 10/13/2026
Case Name: Puerto Rico Power Authority (PREPA) v. NFENERGIA LLC
Case Number: 3:26-cv-01621-MAJ
Filer:
Document Number: 48(No document attached)

Docket Text:
ORDER granting: [46] "Emergency Motion" and denying: [19] "Motion for a Temporary Restraining Order." Plaintiff's Motion is predicated on the alleged triggering of Section 22.12.1 of the Gas Sales Agreement ("GSA") based on NFE's failure to deliver gas as required under Section 4.4.1 and NFE's violation of Section 22.12.1 based on their failure to negotiate Tolling Arrangements in good faith. While PREPA has shown a strong likelihood of success on the merits based on filings and evidence before the Court, NFE has now presented evidence that the Amur River is moored at NFE's terminal in San Juan as of this morning. (ECF No. 46-4). Section 22.12 does not allow for new deliveries to be scheduled or nominated under Tolling Arrangements once Seller resumes deliveries under the GSA. (ECF No. 1-1 at 44). Furthermore, as explained in the Court's Order at ECF No. 18, due to the arrival of the Amur River, PREPA cannot meet its burden of showing irreparable harm absent of relief unless it can show that entering into Tolling Arrangements will result in its receiving LNG from third parties before it receives LNG from NFE. (ECF No. 18 at 6). Because the Amur River is now moored at NFE's terminal, PREPA cannot meet that burden. Accordingly, the Motion for a Temporary Restraining

Order at ECF No. 19 is DENIED. *See Rio Grande Cmty. Health Ctr., Inc. v. Rullan*, 397 F.3d 56, 76 (1st Cir. 2005). Additionally, the hearing scheduled for today is VACATED. PREPA shall show cause on or before 10/19/2026, as to why the case is not moot. Signed by Judge Maria Antongiorgi-Jordan on 10/13/2026. (ao)

3:26-cv-01621-MAJ Notice has been electronically mailed to:

Lee Sepulvado-Ramos lsepulvado@smclawpr.com, adiaz@smclawpr.com, leesepulvado@gmail.com, mhernandez@smclawpr.com, sbetancourt@smclawpr.com

Carlo Defendini-Diaz cdefendini@smclawpr.com, cdefendini@ecf.courtdrive.com

Max J. Perez-Bouret maxperezbouret@lexmaxpr.com

3:26-cv-01621-MAJ Notice has been delivered by other means to:

3PPO
Third-Party Procurement Office

October 23, 2026

VIA ELECTRONIC MAIL AND COURIER — URGENT

Mr. Alex Bowman
Managing Director
NFEnergia LLC
abowman@newfortressenergy.com

Mr. Matt Reinhard, Esq.
General Counsel
New Fortress Energy Inc.
mreinhard@newfortressenergy.com; legal@newfortressenergy.com

Re: Demand for Explanation and Corrective Action — Incomplete Gas Deliveries to San Juan Units 5 and 6 and San Juan TM Units — Gas Sales Agreement dated December 4, 2025 (OCPR No. 2026-G00097)

Dear Mr. Bowman and Mr. Reinhard:

The Third-Party Procurement Office ("3PPO"), acting 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 "GSA"), writes regarding NFEnergia LLC's ("NFE" or "Seller") failure to deliver Gas to all of Buyer's generation units as nominated since the AMUR River moored at Seller's terminal. Capitalized terms not defined herein have the meanings given to them in the GSA.

Current Situation

- **San Juan Units 5 and 6.** The AMUR River moored at Seller's terminal on October 13, 2026, and San Juan Unit 6 completed its transfer to Gas that night at 11:20 p.m. Since then, only San Juan Unit 6 has been supplied with Gas. San Juan Unit 5 remains on diesel, awaiting NFE's confirmation that the terminal is ready for the unit to transfer to Gas.
- **San Juan TM units.** On October 13, 2026 at 8:23 p.m., the terminal gave the green light to supply the San Juan TM units from the main sendout. However, since October 15, 2026, the TM units have been supplied with Gas exclusively by ISO Containers rather than from the main supply header that also feeds San Juan Unit 6.
- **NFE's statements.** On October 21, 2026, NFE's terminal informed Genera PR LLC ("Genera"), as Buyer's agent, that San Juan Unit 6 must be kept at no less than 140 MW because pump recirculation in the AMUR River's tanks at low flow causes excess boil-off gas and increased tank pressures, and

that otherwise the vessel would have to stop sending out Gas. NFE stated that it preferred to transfer San Juan Unit 5 to Gas and that the terminal was ready to do so "once all parties are lined and properly coordinated."

- **Genera's daily requests unanswered.** Genera has written to NFE's terminal every day since the AMUR River moored, on October 13 (twice), 14, 15, 16 (twice), 17, 18, 19, 20, 21 and 22, 2026, requesting (i) the current terminal and sendout conditions, the estimated time to consume the vessel's inventory and the next vessel swap schedule; (ii) the terminal's readiness to transfer San Juan Unit 5 to Gas; (iii) the ISO Container inventory; and (iv) any limiting or shutdown condition of the supply infrastructure requiring ISO-only supply to the San Juan TM units. NFE has not answered any of these requests.
- **No confirmation of the San Juan Unit 5 transfer.** Genera requested NFE's confirmation of the transfer on October 21, 2026 at 6:29 p.m. and followed up twice on October 22, 2026. NFE has not confirmed, and San Juan Unit 5 remains on diesel.

Seller's Contractual Obligations

Under Section 4.2.1(i), the Scheduled Monthly Quantity for October 2026 set forth in the NDS is binding. Under Section 4.4.1, Seller must "sell and deliver at the Delivery Points at the Hourly Rate a quantity of Gas per Month […] equal to the Scheduled Monthly Quantity," excused only by reasons attributable to Buyer or Force Majeure affecting Seller. Section 4.4.1 further provides:

> *"If Seller knows or has a reasonable basis to believe that it will not be able to make all or any part of the Scheduled Monthly Quantity of Gas available at a Delivery Point at the Hourly Rate during any Month, it will promptly notify Buyer in advance of such failure to deliver. To the extent, without excuse, Seller does not make Gas that Buyer has requested as part of a Scheduled Monthly Quantity available at a Delivery Point at the Hourly Rate, including Seller's failure to deliver the Hourly Rate of Gas during an hour of such Month, such shortfall shall be the 'DoP Quantity'."*

In addition, Section 8.1 requires Seller to "maintain delivery pressure and temperature sufficient for safe and reliable operation of Buyer's Facilities"; Section 2.4.3(b) requires Seller to notify Buyer of any shutdown for unplanned maintenance at Seller's Facilities that materially impacts Gas delivery to a Delivery Point; and Sections 2.1.1 and 2.1.2 require Seller to cooperate with Buyer and to coordinate operations with Buyer through qualified personnel. Seller's Facilities include the terminal, the applicable pipelines, ISO Containers and the associated fleet of trucks required to deliver Gas to the Delivery Points (Recital (A)).

Every quantity nominated for October 2026 that Seller has not made available, including the Gas required for San Juan Unit 5, constitutes a DoP Quantity for which Seller owes the DoP Payment under Sections 4.4.2 and 4.4.3.

Information and Action Required

NFE shall provide the following in writing within **twenty-four (24) hours** of receipt of this letter:

1. **Reason for incomplete deliveries.** Why Seller is supplying only one of San Juan Units 5 and 6 and is not delivering Gas to all units in accordance with the October 2026 NDS, and why NFE has not confirmed the transfer of San Juan Unit 5 to Gas despite its October 21 statement that the terminal was ready.
2. **Cause of the limitation.** Whether the limitation results from (a) regasification or sendout capacity at the terminal or the AMUR River; (b) pipeline pressure or temperature below the Hourly Rate requirements;

(c) the condition of the AMUR River, including its cargo pumps, recirculation, boil-off gas or tank pressures; (d) any other equipment failure or maintenance at Seller's Facilities; or (e) any other cause. For each, describe the condition, when it began, and provide supporting documentation.

3. **San Juan TM units.** Why the San Juan TM units have been supplied only by ISO Containers since October 15, 2026, and the status of pipeline supply to those units.
4. **Supply status.** The current terminal and sendout conditions, the AMUR River's remaining inventory and the estimated time to consume it, the next vessel swap schedule, and the current ISO Container inventory.
5. **Immediate corrective actions.** The actions NFE will take immediately, with responsible personnel and dates, to (a) transfer San Juan Unit 5 to Gas; (b) restore pipeline supply to the San Juan TM units; and (c) deliver the full October 2026 Scheduled Monthly Quantity at the Hourly Rate.
6. **Notices.** Whether NFE contends that any of these conditions constitutes Seller's Unplanned Maintenance or Force Majeure and, if so, the notices and supporting documentation required by Section 2.4.3 and Article 11.

Reservation of Rights

Nothing herein suspends, modifies or waives any of Seller's obligations under the GSA, which remain in full force and effect, nor constitutes acceptance of any Force Majeure claim. 3PPO and P3A expressly reserve all rights and remedies under the GSA and Applicable Law, including with respect to DoP Quantities and DoP Payments, any ISO Container Delivery Fee charged for Gas that would otherwise be delivered by pipeline, the Tolling Arrangements under Section 22.12, and Buyer's termination rights under Section 17.1.

Please submit NFE's written response to management@recomspr.net, with copies to Genera and to the persons listed below.

Respectfully,

Third-Party Procurement Office (3PPO)
On behalf of the Puerto Rico Public-Private Partnerships Authority

cc:

Eng. Josué A. Colón Ortiz, Executive Director, P3A
Lcdo. Lionel E. Santa Crispín, General Counsel, P3A
Eng. Fernando Osorio Caño, Interim Executive Director, PREPA
Alexis Rivera, Esq., Legal Counsel, PREPA
José L. Carrasco, Fuels Manager, Genera PR LLC
Radamés J. Alvarado Bonilla, PE, Director of Operations North, Genera PR LLC
Christian J. Torres Peña, Legal Counsel, Genera PR LLC
Carlos A. Faris-Ambert, Terminal Manager, NFEnergia LLC

3PPO
Third-Party Procurement Office

October 24, 2026

Mr. Alex Bowman
Managing Director
NFEnergia LLC
abowman@newfortressenergy.com

Mr. Matt Reinhard, Esq.
General Counsel
New Fortress Energy Inc.
mreinhard@newfortressenergy.com; legal@newfortressenergy.com

Re: Notice of Breach of Seller's Notice Obligations; Continuing Failure to Deliver Gas to San Juan Unit 5 and the San Juan TM Units; Formal Activation of Tolling Arrangements under Section 22.12; Gas Sales Agreement dated December 4, 2025 (OCPR No. 2026-G00097)

Dear Mr. Bowman and Mr. Reinhard:

The Third-Party Procurement Office ("3PPO"), acting 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 "GSA"), and at P3A's direction, writes further to its letter of October 23, 2026 (the "October 23 Letter"). Capitalized terms not defined herein have the meanings given to them in the GSA.

1. NFE's response to the October 23 Letter

The October 23 Letter required NFE to explain in writing, within twenty-four (24) hours, why it has not delivered Gas to all of Buyer's generation units as nominated since the AMUR River moored at Seller's terminal on October 13, 2026. As of the date of this letter, San Juan Unit 5 remains on diesel; the San Juan TM units continue to be supplied exclusively by ISO Containers rather than by pipeline, as they have been since October 15, 2026; and NFE has conditioned the

continued supply of San Juan Unit 6 on Buyer maintaining that unit at no less than 140 MW, a condition the GSA does not contain.

2. Seller's continuing failure to deliver Gas

Under Section 4.4.1, Seller must sell and deliver at the Delivery Points, at the Hourly Rate, the Scheduled Monthly Quantity set forth in the October 2026 NDS. Every quantity Seller has not made available since October 13, 2026, including the Gas required for San Juan Unit 5 and the Gas required for the San Juan TM units by pipeline, and every hour in which Seller has not delivered the Hourly Rate, is a DoP Quantity for which Seller owes the DoP Payment under Sections 4.4.2 and 4.4.3. Seller has not claimed Force Majeure or Seller's Unplanned Maintenance for any of these failures, and none is excused.

3. Breach of Seller's notice and coordination obligations

Seller is also in breach of its obligations to inform Buyer of these conditions. Buyer, P3A, and 3PPO learned of them from Genera PR LLC's operations personnel and from third parties, not from Seller:

(a) Section 4.4.1 requires that, if Seller "knows or has a reasonable basis to believe that it will not be able to make all or any part of the Scheduled Monthly Quantity of Gas available at a Delivery Point at the Hourly Rate during any Month, it will promptly notify Buyer in advance of such failure to deliver." Seller gave no notice, in advance or otherwise, that it would not supply San Juan Unit 5 or would not supply the San Juan TM units by pipeline.

(b) Section 2.4.3(b) requires Seller to notify Buyer of "bona fide periods of shut down for unplanned maintenance at Seller's Facilities, which will materially impact Gas delivery to the Delivery Point." Seller's Facilities include the terminal, the pipelines, the ISO Containers, and the associated truck fleet (Recital (A)). Seller has given no such notice.

(c) Section 11.4 requires a Party intending to seek Force Majeure relief to give notice "as soon as reasonably practicable" after it becomes aware of the event, with the particulars that section requires. Seller has given none.

(d) Sections 2.1.1 and 2.1.2 require Seller to cooperate with Buyer and to coordinate operations with Buyer through qualified personnel. Seller has not answered any of Genera's written requests of October 13 (twice), 14, 15, 16 (twice), 17, 18, 19, 20, 21, and 22, 2026, and has not confirmed the transfer of San Juan Unit 5 to Gas that it said on October 21, 2026 the terminal was ready to make.

Each of these is an independent breach of the GSA. Seller's silence deprives Buyer and the system operator of the information required to plan generation and to procure Replacement Fuel, and it repeats the conduct that preceded the interruption of September 16, 2026, when Seller planned for its terminal to run out of LNG and gave Buyer no notice

4. Formal activation of the Tolling Arrangements

Section 22.12.1 provides that "[i]f Seller (A) fails to deliver Gas as and when required under Section 4.4.1 of this Agreement or (B) declares Force Majeure, then Seller will enter into tolling arrangements, consistent with the terms set forth in Schedule 5, permitting Buyer to deliver third-party LNG to Seller's Facilities." Seller has failed to deliver Gas as required under Section 4.4.1 continuously since September 16, 2026, first entirely and, since October 13, 2026, to San Juan Unit 5 and to the San Juan TM units by pipeline. Seller has never given the written notice that it is able to resume LNG deliveries under the GSA that Section 22.12.3 requires.

Accordingly, 3PPO, on behalf of P3A, gives formal notice that the circumstances of Section 22.12.1(A) have occurred and continue, and activates the Tolling Arrangements. This notice confirms and supplements 3PPO's letters of September 18, September 22, September 25, October 5, and October 9, 2026, none of which Seller has answered. Seller shall, within forty-eight (48) hours of receipt of this letter:

(a) confirm in writing that Seller's Facilities, including the San Juan LNG terminal, jetty, unloading arms, regasification equipment, pipelines, ISO Containers, truck-loading facilities, and the Palo Seco regasification equipment, are available under Section 22.12 to receive, store, regasify, and redeliver third-party LNG, and identify any that is not and why;

(b) provide the operational, scheduling, nomination, berthing, unloading, measurement, and title-transfer protocols, the terminal rules, and the vessel compatibility, vetting, and mooring criteria applicable to third-party LNG, including LNG delivered by ISO Container;

(c) designate an authorized commercial and operations representative available on a 24-hour basis;

(d) identify the first reasonably available window for receipt of third-party LNG, by Delivery Point; and

(e) deliver a draft Definitive Tolling Agreement consistent with Schedule 5, or comments on any draft delivered by Buyer, and propose dates for negotiation sessions to finalize and execute it, as item 12 of Schedule 5 requires.

Genera PR LLC, as Buyer's agent and subject to P3A's oversight under Section 22.13, is requested to coordinate with 3PPO the procurement and nomination of third-party LNG for San Juan Unit 5 and the San Juan TM units. Under Section 4.1(c), the GSA is non-exclusive, and the implementation of the Tolling Arrangements does not waive any DoP Payment or any other right of Buyer.

5. Notice under Section 17.1(vi)]

This letter also constitutes written notice under Section 17.1(vi) of Seller's failure to perform its material obligations under Sections 2.1.1, 2.1.2, 2.4.3(b), 4.4.1 (notice), and 22.12 and Schedule 5. It is not a notice of termination. If Seller does not cure those failures within ten (10) Business Days after its receipt of this letter, or within the further period Section 17.1(vi) allows, a Buyer Termination Event will have occurred.

Reservation of Rights

Nothing herein suspends, modifies, or waives any of Seller's obligations under the GSA, which remain in full force and effect, nor constitutes acceptance of any Force Majeure claim or of the operating condition Seller has imposed on San Juan Unit 6. 3PPO and P3A expressly reserve all rights and remedies under the GSA and Applicable Law, including with respect to DoP Quantities and DoP Payments; any ISO Container Delivery Fee charged for Gas that would otherwise be delivered by pipeline; the Tolling Arrangements under Section 22.12; Buyer's termination rights under Section 17.1; and all claims asserted in Puerto Rico Electric Power Authority v. NFEnergia LLC, Civil No. 26-1423 (PAD) (D.P.R.), including the right to seek interim relief.

Please submit NFE's written response to management@recomspr.net, with copies to Genera and to the persons listed below.

Respectfully,

Third-Party Procurement Office (3PPO)
On behalf of the Puerto Rico Public-Private Partnerships Authority

cc:
Eng. Josué A. Colón Ortiz, Executive Director, P3A
Lcdo. Lionel E. Santa Crispín, General Counsel, P3A
Eng. Fernando Osorio Caño, Interim Executive Director, PREPA
Alexis Rivera, Esq., Legal Counsel, PREPA
José L. Carrasco, Fuels Manager, Genera PR LLC
Radamés J. Alvarado Bonilla, PE, Director of Operations North, Genera PR LLC
Christian J. Torres Peña, Legal Counsel, Genera PR LLC
Carlos A. Faris-Ambert, Terminal Manager, NFEnergia LLC

PREPA v. NFEnergia LLC, Civ. No. 26-1423 (PAD)

Summary Chart: Gas Scheduled and Delivered by Delivery Point, September 16 to October 13, 2026

Prepared by counsel from the record cited in the last column. Scheduled quantities are from the Nomination and Delivery Schedule sent August 5, 2026 (Ex. 6): September is Month M; October is the Month M+1 quantity stated in that schedule. Computed figures are approximations at the scheduled daily rate and are subject to Genera PR LLC's metered delivery data.

Delivery Point	Period	Scheduled daily quantity (MMBtu)	What NFE delivered	Shortfall	Record
San Juan Units 5 and 6	Sept. 16, 2026 (12:45 p.m.) to Oct. 13, 2026 (11:20 p.m.)	69,888 (Sept.); 69,888 (Oct., M+1: 2,166,528 for the month)	None. Unit 6 switched to diesel at 10:50 a.m. and Unit 5 at 12:43 p.m. on Sept. 16; terminal sendout shut down at 12:45 p.m.	Full scheduled quantity for about 27.4 days: approximately 1,917,800 MMBtu (computed)	Ex. 7 ¶¶ 6-7; Ex. 6; SAC ¶ 67
San Juan TM units	Sept. 16 to Oct. 13, 2026	25,969 (Sept.); about 64,923 (Oct., M+1: 2,012,600 for the month)	Three San Juan TM units on gas by ISO container; the remaining units on diesel	Not computed; subject to Genera PR LLC's metered delivery data	SAC ¶ 67; Ex. 6
Palo Seco units	Sept. 16 to Oct. 13, 2026	13,755 (Sept.); about 23,677 (Oct., M+1: 734,000 for the month)	Operated on diesel	Not computed; subject to Genera PR LLC's metered delivery data	SAC ¶ 67; Ex. 6

Notes: (1) Section 4.4.1 of the GSA requires delivery of the Scheduled Monthly Quantity "at the Delivery Points at the Hourly Rate" and treats as a shortfall "Seller's failure to deliver the Hourly Rate of Gas during an hour of such Month." (2) Any binding October 2026 schedule controls over the Month M+1 figures shown.

GeneraPR

GAS SALES AGREEMENT
BETWEEN PREPA (BUYER) AND NFEnergia LLC (SELLER)
SUPPLY FOR PALO SECO, SAN JUAN AND OTHER GENERATION UNITS

NINETY DAY SCHEDULE

Month M **September-2026**

Calendar Day	PALO SECO DAILY (MMBtu)	SAN JUAN TM's DAILY (MMBtu)	SAN JUAN 5&6 DAILY (MMBtu)
Tuesday, September 01, 2026	13,755	25,969	69,888
Wednesday, September 02, 2026	13,755	25,969	69,888
Thursday, September 03, 2026	13,755	25,969	69,888
Friday, September 04, 2026	13,755	25,969	69,888
Saturday, September 05, 2026	13,755	25,969	69,888
Sunday, September 06, 2026	13,755	25,969	69,888
Monday, September 07, 2026	13,755	25,969	69,888
Tuesday, September 08, 2026	13,755	25,969	69,888
Wednesday, September 09, 2026	13,755	25,969	69,888
Thursday, September 10, 2026	13,755	25,969	69,888
Friday, September 11, 2026	13,755	25,969	69,888
Saturday, September 12, 2026	13,755	25,969	69,888
Sunday, September 13, 2026	13,755	25,969	69,888
Monday, September 14, 2026	13,755	25,969	69,888
Tuesday, September 15, 2026	13,755	25,969	69,888
Wednesday, September 16, 2026	13,755	25,969	69,888
Thursday, September 17, 2026	13,755	25,969	69,888
Friday, September 18, 2026	13,755	25,969	69,888
Saturday, September 19, 2026	13,755	25,969	69,888
Sunday, September 20, 2026	13,755	25,969	69,888
Monday, September 21, 2026	13,755	25,969	69,888
Tuesday, September 22, 2026	13,755	25,969	69,888
Wednesday, September 23, 2026	13,755	25,969	69,888
Thursday, September 24, 2026	13,755	25,969	69,888
Friday, September 25, 2026	13,755	25,969	69,888
Saturday, September 26, 2026	13,755	25,969	69,888
Sunday, September 27, 2026	13,755	25,969	69,888
Monday, September 28, 2026	13,755	25,969	69,888
Tuesday, September 29, 2026	13,755	25,969	69,888
Wednesday, September 30, 2026	13,755	25,969	69,888
--	--	--	

	PALO SECO		SAN JUAN TM's	SAN JUAN 5&6		PALO SECO & SAN JUAN	
Quantity for Month M -- Sep/26	**412,650**	MMBtu	**779,070**	**2,096,640**	MMBtu	**3.288**	TBtu
Quantity for Month M+1 -- Oct/26	**734,000**	MMBtu	**2,012,600**	**2,166,528**	MMBtu	**4.913**	TBtu
Quantity for Month M+2 -- Nov/26	**710,330**	MMBtu	**1,947,700**	**2,096,640**	MMBtu	**4.755**	TBtu

Date sent
Wednesday, August 5, 2026

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS), Plaintiff, v. NFENERGIA LLC, Defendant.	CIVIL NO. 26-_____ (___) EXHIBIT L to Complaint

DECLARATION OF MIGUEL GARCÍA IN SUPPORT OF EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Pursuant to 28 U.S.C. § 1746, I, Miguel García, declare as follows:

A. Background

1. I am over eighteen years of age. I make this declaration based on my personal knowledge and on records kept in the ordinary course of business of the Third-Party Procurement Office ("3PPO"), including its correspondence with NFEnergia LLC ("NFE") and the operational and fuel reports that Genera PR LLC ("Genera"), as operator of the generating units, provides to the 3PPO in the ordinary course of the 3PPO's oversight functions under the Gas Sales Agreement.

2. I am the Contract Manager of Regulatory Compliance Services, Corp. ("RECOMS"), which administers the 3PPO. In that capacity, on behalf of the Puerto Rico Public-Private Partnerships Authority ("P3A") and the 3PPO, I manage the Gas Sales Agreement between the Puerto Rico Electric Power Authority ("PREPA") and NFE. The 3PPO receives copies of the formal notices given to the Buyer under Section 19.1 of that agreement and supports P3A's exclusive authority under Section 22.13 to oversee Genera, to enforce the agreement against NFE, and to give or withhold approvals, consents, and waivers on behalf of PREPA and Genera.

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B. The GSA and the San Juan terminal

3. PREPA is the Buyer under the Gas Sales Agreement dated December 4, 2025, OCPR No. 2026-G00097 (the "GSA"), and P3A is a party to the GSA with respect to its Section 22.13. A true and correct copy of the GSA is Exhibit A to the Complaint.

4. NFE's San Juan terminal has no reserve LNG storage tanks. The LNG carrier moored at the pier serves as both the transport vessel and the reservoir, so that when the vessel at the pier runs out of LNG, supply to San Juan Units 5 and 6 stops. NFE's San Juan terminal is the only LNG receipt, regasification, and handling facility in the northern part of Puerto Rico and the sole point of entry for LNG destined for San Juan Units 5 and 6.

5. Under a tolling arrangement, natural gas for San Juan Units 5 and 6 would come from the LNG vessel of a third-party supplier (the "Terminal User" under Schedule 5 of the GSA) moored at NFE's pier. The LNG would be regasified through NFE's facilities, and the gas would flow through the metering stations before reaching the units. Third-party LNG can reach those units only in this way. The San Juan site has no inland buffer tank or other LNG storage. The units therefore depend entirely on the vessel moored at the pier for a steady, continuous flow of gas. If the vessel is not there, or the flow stops, the units lose their natural gas supply immediately.

C. The interruption

6. According to Genera's communications with NFE, on September 16, 2026, San Juan Unit 6 switched to diesel at 10:50 a.m. and San Juan Unit 5 at 12:43 p.m., and terminal sendout was shut down at 12:45 p.m.

7. As of the date of this declaration, San Juan Units 5 and 6 are operating on diesel instead of natural gas.

8. NFE chartered the Amur River to replace the Energos Maria while the Maria is in drydock. The Amur River arrived off San Juan on or about September 18, 2026, did not berth, and

on September 26, 2026 was diverted to Santo Domingo, Dominican Republic. As of the date of this declaration, NFE has not informed the 3PPO when the Amur River will return.

9. The supply constraint has occurred before. On July 12, 2025, the LNG vessel that was then the only source of LNG for the San Juan temporary generation units departed the Port of San Juan without contractual authorization and without adequate prior notice and returned only after the 3PPO issued formal notices of breach.

D. Activation of Section 22.12 and NFE's responses

10. True and correct copies of the 3PPO's Formal Notice of September 18, 2026, NFE's two notices of September 21, 2026, the 3PPO's letters of September 22 and 25, 2026, NFE's letters of September 23 and 25, 2026, and the 3PPO's response of September 25, 2026 to NFE's letter of that date are Exhibits B through H to the Complaint.

11. As of the date of this declaration, NFE has not (a) confirmed that its facilities are available for Tolling Arrangements; (b) provided protocols, terminal rules, or vessel vetting criteria; (c) designated a contact for implementation; or (d) proposed a Definitive Tolling Agreement.

E. Harm

12. PREPA absorbs the excess cost of the diesel burned in place of the natural gas NFE has not delivered. That loss would be transferred to ratepayers if not recovered.

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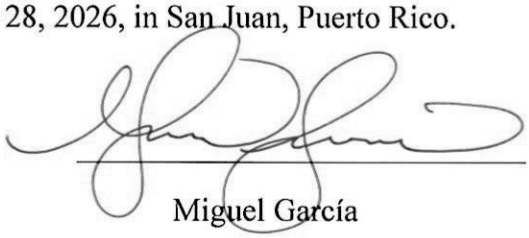
13. Based on the contract price of Gas under the GSA and diesel prices published by the U.S. Energy Information Administration, I estimate that the additional cost of operating San Juan Units 5 and 6 on diesel instead of natural gas is approximately at least $1.5 million per day.

14. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 28, 2026, in San Juan, Puerto Rico.



Miguel García

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS), *Plaintiff*, v. NFENERGIA LLC, *Defendant.*	CIVIL NO.: 3:26-cv-01621-MAJ RE: ENFORCEMENT OF GAS SALES AGREEMENT; SPECIFIC PERFORMANCE; DECLARATORY JUDGMENT

MOTION TO DENY PLAINTIFF'S REQUEST FOR PRELIMINARY RELIEF AT ECF NO. 19 AS MOOT FOLLOWING TODAY'S ENTRY OF THE *AMUR RIVER* INTO SAN JUAN BAY

TO THE HONORABLE COURT:

COMES NOW Defendant NFEnergía LLC ("NFE"), through its undersigned counsel, and respectfully STATES and PRAYS as follows:

I. INTRODUCTION

The *Amur River* entered San Juan Bay today and, at the time of this filing, is being moored at NFE's terminal to begin unloading LNG. NFE respectfully submits this motion based on intervening regulatory and operational developments and in response to PREPA's mootness arguments in ECF No. 40. NFE respectfully requests that the Court deny as moot the Puerto Rico Electric Power Authority's ("PREPA") renewed request for preliminary relief at ECF No. 19 (the "TRO Request") and vacate the October 13, 2026 hearing.

An October 10, 2026 determination of the Puerto Rico Energy Bureau ("PREB") clarified the regulatory payment issue underlying the continued interruption. NFE immediately coordinated the entrance of the *Amur River* to the San Juan Bay and deliver its cargo, subject to pilotage and

safety conditions, as regularly required. These developments undermine the asserted need for a tolling agreement under Section 22.12.3. PREPA cannot show that any emergency persists or that preliminary relief remains necessary, as NFE has resumed business efforts to complete LNG deliveries, including bringing in the *Amur River* into NFE's San Juan terminal. The emergency substitute supply mechanism requested by PREPA must be evaluated and denied against those intervening developments, rather than the circumstances asserted in its October 9 reply.

PREPA anticipated possible resumption but argued that it would rest on conditions NFE could revoke at will and that the requested preparations should remain compulsory for the next supply interruption. ECF No. 40 at 16-17. The subsequent PREB order materially changes that premise. It confirms that PREB's prior orders do not themselves direct withholding of NFE's invoices, rejects indiscriminate withholding, and preserves the applicable contractual procedures. Ex. 2 at 1. NFE's response to that regulatory clarification is not an unexplained promise to alter its position only until this Court dismisses the emergency request.

Nor can PREPA keep this request alive by treating every potential future disagreement or operational interruption as a recurrence of the same controversy. This episode involved PREPA's payment position, the interpretation of successive PREB orders, and vessel, pilotage, tug, and safety arrangements. NFE remains entitled to raise future bona fide objections consistent with the Gas Sales Agreement ("GSA") and applicable law. *The Court cannot assume that an unknown future dispute will present the same material facts, contractual basis, or available remedy*. The voluntary cessation doctrine does not require NFE to surrender future defenses or authorize prospective supervision of every tolling demand.

II. INTERVENING EVENTS AND NEW DEVELOPMENTS.

On October 10, 2026, NFE filed its *Special and Limited Appearance of NFEnergía LLC, Informative Motion, and Request for Clarification and Technical Conference* before the PREB's Public Service Regulatory Board. Ex. 1. NFE asked the PREB to confirm NFE's understanding that the PREB's Resolutions and Orders of September 30, 2026 and October 4, 2026 do not direct PREPA, or Genera PR, LLC, to refrain from paying or to withhold payment of NFE's invoices for natural gas delivered under the Agreement. *Id.*

That same day, the PREB issued its Resolution and Order determining that NFE's reading is consistent with, and accurately reflects, the meaning of the language in its prior orders:

> Those Resolutions and Orders do not, by themselves, direct the Puerto Rico Electric Power 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 natural gas sale and purchase agreement between PREPA and NFEnergía[]. Any deduction, offset, or withholding requires the corresponding evaluation and must proceed through the applicable legal and contractual mechanisms, without replacing the pertinent contractual procedures.

Ex. 2.

The PREB's Resolution and Order dispelled any doubt regarding the administration of the Agreement and compliance with the payments due under it. With that assurance, NFE has ordered the Amur River to enter San Juan Bay and deliver the LNG, subject to pilotage and safety conditions. *See* Ex. 3 (showing NFE's efforts since October 10, 2026, to arrange pilotage and secure U.S. Coast Guard approval for the *Amur River* to enter San Juan Bay).

III. APPLICABLE MOOTNESS STANDARD.

Article III requires a live controversy throughout litigation. U.S. CONST. art. III, § 2; *see also Arizonans for Official English v. Arizona*, 520 U.S. 43, 67 (1997). A request becomes moot when the Court can no longer grant effectual relief. *Chafin v. Chafin*, 568 U.S. 165, 172 (2013).

The inquiry concerns whether an intervening circumstance has deprived the plaintiff of its personal stake in the litigation and follows from Article III's case-or-controversy requirement. *See Genesis HealthCare Corp. v. Symczyk*, 569 U.S. 66, 72 (2013). Prospective relief must therefore retain a concrete remedial purpose in light of intervening events. *See Am. C.L. Union of Mass. v. U.S. Conf. of Cath. Bishops*, 705 F.3d 44, 52-54 (1st Cir. 2013). The inquiry concerns the specific prospective relief sought. *See Lowe v. Gagné-Holmes*, 126 F.4th 747, 755 (1st Cir. 2025). "After all, avoiding mootness, like establishing [Article III] standing, requires an 'actual or imminent' and 'concrete and particularized,' redressable injury." *Grant v. Trial Court*, 183 F.4th 29 (1st Cir. 2026) (citing *Kingdomware Techs., Inc. v. United States*, 579 U.S. 162, 170 (2016)) (brackets in the original and internal quotation marks omitted).

Voluntary cessation does not automatically moot a controversy. This "exception "exists to stop a scheming defendant from trying to 'immuniz[e] itself from suit indefinitely' by unilaterally changing 'its behavior long enough to secure a dismissal' and then backsliding when the judge is out of the picture."" *National Assn. of Gov't. Employees, Inc. v. Yellen*, 120 F.4th 904, 912 (1st Cir. 2024) (internal citations omitted).

Where the doctrine applies, the defendant simply has to show that the allegedly wrongful conduct cannot reasonably be expected to recur. *Friends of the Earth, Inc. v. Laidlaw Environmental Services (TOC), Inc.*, 528 U.S. 167, 189-90 (2000). The First Circuit nevertheless recognizes alternative grounds for defeating the exception: the challenged conduct is not reasonably expected to recur, or the cessation occurred for a nonlitigation reason. *Lowe*, 126 F.4th at 758. Retained capacity to act in the future does not, without more, establish recurrence. *Id.* at 757-58; see also *Am. Civ. Liberties Union of Massachusetts v. U.S. Conf. of Catholic Bishops*, 705 F.3d 44, 56 (1st Cir. 2013) ("the voluntary cessation exception can be triggered only when there

is a *reasonable expectation* that the challenged conduct will be repeated following dismissal of the case.") (emphasis added).

Cessation explained by an intervening statute or a ruling in another case strongly supports mootness. *Ramos-Ramos v. Jordán-Conde*, 171 F.4th 438, 443-44 (1st Cir. 2026). In *Ramos*, the First Circuit refused to treat defendants' collection of union dues as voluntarily ceased because they "'had every reason to believe' that they could collect union dues from all [] employees, including union non-members," despite contrary Supreme Court precedent issued more than two years earlier and in spite of plaintiffs' express demand that collection stop when that ruling issued. *Id.* at 444.

IV. PREPA'S REPLY DOES NOT PRESERVE THIS EMERGENCY REQUEST.

A. The emergency request is moot and preparations for the next interruption are not the same emergency relief.

PREPA's reply states that tolling preparations would make the clause usable the next time supply fails. ECF No. 40 at 17. *That statement reveals the shift from addressing an existing interruption to compelling continuing readiness for an unidentified future one*. PREPA may pursue any properly pleaded, otherwise live claim concerning an existing contractual information or negotiating duty. But the possible continuing existence of such a merits dispute does not automatically preserve an emergency substitute supply request after its factual predicate has changed.

PREPA also acknowledges that Section 22.12.3 stops new tolling nominations upon notice that NFE can resume deliveries while preserving committed cargoes. EFC No. 1-1 at 48 ("Seller shall promptly notify Buyer in writing once it is able to resume LNG deliveries under this Agreement. Upon receipt of such notice, Buyer will immediately cease scheduling or nominating any new deliveries under any Tolling Arrangement without prejudice to any of Buyer's rights or

remedies"). Thus, PREPA must identify any present relief that remains necessary. A contractual mechanism designed for interruptions cannot alone demonstrate that this particular emergency continues indefinitely.

Because PREPA must immediately "cease scheduling or nominating any new deliveries", even negotiating a tolling agreement is unnecessary once NFE confirms in "writing [that] it is able to resume LNG deliveries under this Agreement". NFE confirmed on October 10, 2026, to PREPA that LNG deliveries would resume immediately, beginning with the *Amur River*. *See* Ex. 3, (ECF No. 436 in Case No. 25-1462). That same day, NFE made all reasonable efforts to expedite the vessel's entry into port, arranging pilotage and securing U.S. Coast Guard approval. Weather constraints prevented the *Amur River* from entering yesterday, but the vessel successfully entered San Juan Bay today following its rescheduled 7:30 a.m. entry and is now moored at NFE's terminal in San Juan. *Id*. and Ex. 4 (photo of the *Amur River* being moored at NFE's terminal earlier today).

The reply separately describes truck deliveries for the San Juan TM2500 and Palo Seco units. ECF No. 40 at 14-15. But any assertion of a distinct, continuing interruption at another unit must be supported and assessed separately. An asserted truck pathway does not itself preserve the vessel-related emergency or establish a present right to compel facilities access without the necessary contractual and factual showing.

B. The October 10 ruling supplies an independent explanation for NFE's operational direction.

PREPA argues that any resumption would depend entirely on NFE's revocable terms. ECF No. 40 at 17. First, that argument preceded PREB's October 10 ruling. The ruling is an external regulatory determination about the meaning and implementation of PREB's own directives, not NFE's unilateral description of what those directives mean. It confirms that payment

administration must remain within applicable legal and contractual procedures. Ex. 2 at 1. NFE responded by directing delivery of an identified cargo through the existing supply arrangements.

The clarification was requested by NFE and concerned the same commercial disagreement, but those facts do not make PREB's determination a litigation concession controlled by NFE. The material inquiry is why NFE directed delivery, not whether the regulatory process occurred while this lawsuit was pending. The sequence identified in Exhibits 1 and 2 supplies a concrete explanation: NFE sought clarification of the regulatory payment uncertainty, received the requested clarification, and acted upon it. The Court can credit that independent explanation without deciding which party's earlier contractual interpretation was correct.

PREPA itself asserted that deductions could occur only after the contractual process and that its payment obligations would be honored. ECF No. 40 at 9-11. The October 10 ruling now specifically confirms the meaning NFE sought concerning its invoices. PREPA cannot simultaneously rely on the continued validity of the GSA's payment procedures and presume that every later invoice will recreate the same disputed interpretation of the earlier regulatory directives. The clarification remains relevant to future administration of those directives, even though it does not determine every possible future payment controversy.

The *Ramos-Ramos*, 171 F.4th 438 reasoning disposes of PREPA's voluntary cessation argument. NFEnergía had a genuine contractual dispute over payment obligations, had every reason to believe its position was legally justified, and resumed gas supply only after an independent regulatory determination resolved that dispute.

C. Historical interruptions and operational constraints do not establish recurrence of this controversy.

PREPA references its historical account of supply interruptions. ECF No. 40 at 5-9. But even PREPA's own account describes different asserted causes: ship-to-ship restrictions, dredging,

maintenance, equipment issues, pilotage litigation, and disputes over separate temporary generation arrangements. *Id.* Disputes concerning some of those events are pending in Civil No. 26-1423. *Id.* at 8. Collecting disputed episodes under the general label of non-delivery does not establish that the conduct underlying this request will recur on a materially equivalent basis after the intervening clarification.

The present episode combined vessel substitution and cargo availability, pilotage and standby tug arrangements, wind and safety constraints, and a disagreement over PREPA's payment position under successive PREB orders. PREPA itself distinguishes those stages in its chronology. ECF No. 40 at 5-7. Their interaction matters. Resolution of one impediment did not establish that every other operational or contractual question had already disappeared. The independent October 10 clarification now addresses the regulatory payment issue that remained. A future equipment failure, new payment dispute, or materially different regulatory order would require its own factual and legal assessment.

PREPA invokes the ten-knot maneuver limitation, the Coast Guard's assessment of the *Amur River*, and the Energos Maria's drydock status. ECF No. 40 at 17. Those matters may bear on safe execution of the present delivery and any supported claim of a continuing supply impediment. They do not show that NFE will revive the same regulatory payment objection upon disposition of the request. Safety limitations are not revocable payment conditions chosen solely by NFE. Nor would an order directing NFE to disclose documents or appoint a representative remove weather, vessel compatibility, or Coast Guard requirements.

NFE submits that the independent clarification and the resulting direction to deliver satisfy its mootness burden as to the emergency alleged. If PREPA maintains that an operational impediment still creates a concrete emergency requiring third-party supply, that contention must

be evaluated on current evidence, including the respective supply paths and timing. The mere possibility that another interruption might occur at some unspecified time does not justify preserving this request to govern it in advance.

D. NFE may preserve bona fide future defenses without reviving the same controversy.

NFE may assert future bona fide contractual objections, subject to the GSA and applicable law, including whether tolling triggers have been satisfied, whether proposed terms conform to Schedule 5, and whether safety or operational requirements have been met. But mootness does not require NFE to surrender them or promise unconditional assent to every future demand.

The exhibits reinforce that distinction. NFE reserved its rights while stating its willingness to supply gas and seeking coordination. Ex. 1, ¶¶2-3, 9. PREB expressly declined to adjudicate those reservations and left the parties' contractual obligations unchanged. Ex. 2 at 1-2. NFE's retention of contractual defenses is therefore compatible with the intervening clarification and its resulting delivery direction. A reservation of rights cannot be treated as an announced plan to restore the challenged conduct. The voluntary cessation doctrine cannot supply an advance merits determination with respect to future speculative and unspecified events.

E. Mootness does not decide entitlement to specific performance.

PREPA invokes Section 22.12.1, a good faith negotiating duty, Article 1235 of the 2020 Civil Code, and *Redbrick Partners, LP v. Gautier*, 552 F. Supp. 2d 183 (D.P.R. 2007). ECF No. 40 at 2-4. Those are merits arguments. Even if the Court retains jurisdiction over a particular contractual claim, PREPA must establish the obligation it seeks to enforce and the requirements for the requested injunction. The voluntary cessation exception does not establish either.

NFE maintains that Schedule 5's disclaimer of binding definitive terms and unresolved material provisions preclude treating the Term Sheet itself as a completed tolling contract. PREPA

expressly acknowledges that Schedule 5 is not binding as to the final terms of a Definitive Tolling Agreement, while asserting a binding negotiating duty. ECF No. 40 at 3. Those propositions require separate analysis: a duty to negotiate does not demonstrate agreement on all definitive terms or entitlement to immediate execution of an agreement selected by PREPA.

PREPA's reliance on *Redbrick*, is misplaced. There, the parties had already agreed upon all essential terms of the contemplated sale, including the identified property and purchase price, and committed to executing the definitive agreement within seven days; the remaining task was to formalize an established bargain. Here, Schedule 5 expressly leaves material terms for further negotiation, including precise delivery interfaces, marine risk allocation, retainage, liability caps, and detailed operating and financial protections. PREPA's own reply additionally acknowledges that a proposed vessel must undergo "vetting," a substantive assessment that may result in rejection or require further technical work. ECF No. 1-1 at 60-64; (Schedule 5, items 3-4, 7-9, and 13-15). These uncertainties concern whether the proposed operation is feasible and on what terms the parties will undertake it, rather than merely how to document an agreement already reached. *Redbrick* therefore does not authorize the Court to supply the missing bargain, presume successful technical approval, or treat a duty to negotiate in good faith as an unconditional obligation to execute and perform a definitive tolling agreement whose material terms remain unresolved.

In other words, *Redbrick* allowed specific performance as a possible remedy where the preliminary agreement established the essential sale terms. 552 F. Supp. 2d at 186-87. It distinguished an enforceable precontract from unresolved negotiations giving rise to culpa in contrahendo. *Id.* PREPA must establish the former and the scope of the particular obligation; invoking the statute cannot eliminate the parties' express limitations or supply their missing assent.

Redbrick is also misplaced because that decision provides no support whatever for granting a *preliminary relief* to compel asserted specific performance under the GSA. *Redbrick* resolved exclusively the defendants' motion for summary judgment in that case. It did no more than deny that motion, holding that the prospective vendors were not free to abandon the negotiations at will and that specific performance of the parties' precontract remained available as a possible remedy. A decision denying summary judgment on the availability of a final remedy is not authority for the extraordinary relief of a preliminary injunction.

Remedies for claims resting on alleged breaches of a precontractual good faith duty are typically addressed via damages rather than injunctive enforcement. *K-Mart Corp. v. Davis*, 756 F. Supp. 62, 68-69 (D.P.R. 1991) (citing *Producciones Tommy Muñiz, Inc. v. COPAN*, 113 D.P.R. 517 (1982)). PREPA cannot equate alleged precontractual liability with an automatic right to compel a definitive agreement or its unilaterally crafted list of duties in the revised proposed order. Neither theory supplies jurisdiction over a hypothetical future dispute or preserves emergency relief unsupported by present circumstances.

V. CONCLUSION

The Court should resolve the request according to the subsequent events including the October 10 developments. NFE submits that the independent PREB clarification and the resulting direction to deliver the *Amur River* cargo remove the basis for the requested emergency substitute supply relief. PREPA's assertions of historical interruptions, retained contractual rights, and the usefulness of preparations for a future supply failure do not establish likely recurrence of the same controversy.

WHEREFORE, NFE respectfully requests that the Court: (1) take notice of the October 10, 2026 PREB filings attached as Exhibits 1 and 2 and NFE's resulting direction to deliver the

Amur River cargo as shown in Exhibit 3; (2) deny as moot the renewed request at ECF Nos. 19 and 42; and (3) vacate the hearing scheduled for October 13, 2026 insofar as it concerns that request.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 13th day of October, 2026.

By: *s/ Lee R. Sepulvado-Ramos*
Lee R. Sepulvado-Ramos
USDC-PR 211912

s/Carlo Defendini-Díaz
Carlo Defendini-Díaz
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Counsel for Defendant NFEnergía LLC

CERTIFICATE OF SERVICE

I certify that, on October 13, 2026, a true and correct copy of the foregoing document was served on all counsel of record via the Court's CM/ECF filing system.

/s/ Lee R. Sepulvado-Ramos
Lee R. Sepulvado-Ramos

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS), Plaintiff, v. NFENERGIA LLC, Defendant.	CIVIL NO. 26-1621 (MAJ)

DECLARATION OF JACQUELYN GONSALEZ

I, Jacquelyn Gonsalez, declare as follows:

A. The declarant

1. I am over eighteen years of age and competent to make this declaration. I am the Vice President of Crowley LNG Puerto Rico, LLC (the "Company"). I am authorized to make this declaration on the Company's behalf.

2. The facts stated in this declaration are based on my personal knowledge and on business records of the Company that are kept in the ordinary course of its business and that I have reviewed and am familiar with by reason of my position, which includes overseeing the Company's Liquefied Natural Gas ("LNG") supply, logistics, and customer operations in Puerto Rico.

3. The Company transports more than 550 million gallons of LNG to Puerto Rico annually, delivered into EcoElectrica's terminal in Penuelas. The Company operates an LNG

truck-loading facility in Penuelas and distributes LNG throughout Puerto Rico in ISO tank containers. The Company also operates LNG receiving, storage, and regasification units for commercial and industrial customers in Puerto Rico.

B. Availability of LNG for Palo Seco, the San Juan TM2500 Units, and San Juan Units 5 and 6

4. The Company is ready, willing, and able to supply LNG to the Puerto Rico Electric Power Authority ("PREPA") for its Palo Seco units, San Juan TM2500 Units, and San Juan Units 5 and 6, upon execution of mutually agreeable terms.

5. The Company can supply approximately 17,440 MMBtu of LNG per day for the San Juan TM 2500 units and Palo Seco units, which are capable of receiving LNG in ISO tank containers. Based on existing truck load capacity and supply currently available in Penuelas, this supply amount would fulfill the full estimated consumption for those units. Additionally, the Company can supply approximately 67,000 MMBtu of LNG per day for San Juan 5 and 6 units, which is the estimated daily consumption of those units.

6. On or about September 21, 2026, the Company informed the Third-Party Procurement Office ("3PPO") that it was available to deliver LNG by truck immediately and secure a vessel as needed.

C. Delivery timeline

7. **By truck or ISO container.** Once NFEnergia LLC ("NFE") makes its facilities available to receive the Company's LNG, the Company can begin deliveries for the San Juan TM2500 units and the Palo Seco units within one day, in quantities of approximately 17,440 MMBtu per day.

8. **By vessel.** The Company can deliver LNG for San Juan Units 5 and 6 by vessel within three to twenty days after NFE makes its facilities available, using a compatible and

approved vessel in both dimensions and draft. Vessel and LNG availability is highly dependent upon the rapidity with which the Company is engaged to secure a vessel and LNG. The Company is also prepared to discuss longer-term supply arrangements with PREPA for more stable, cost-effective supply and distribution solutions in lieu of the spot market. One such solution would include the dedicated supply of US LNG commencing in Q2 2027 via a US-flagged vessel (similar to the Company's AMERICAN ENERGY).

9. The timelines in paragraphs 7 and 8 depend only on the following conditions: negotiation and execution of mutually agreeable terms between the Company and PREPA or PREPA's designated agent or affiliate; NFE's confirmation that its facilities are available; availability of LNG cargoes and continued access to the EcoElectrica terminal and the Company's Penuelas truck-loading facility; vessel compatibility approval; scheduling of pilotage and tugs; weather and port conditions; and any regulatory clearance.

D. How the LNG would reach San Juan Units 5 and 6

10. To reach the San Juan TM2500 units and San Juan Units 5 and 6, the Company's LNG would need to be received at NFE's San Juan terminal and pass-through NFE's jetty, unloading arms or hoses, buffer tank, regasification equipment, pipelines, truck load facility and/or any other equipment routinely used by NFE in the course of discharging the LNG and conveying it to the San Juan TM2500 units, and Units 5 and 6. Additionally, Palo Seco will also require the use of NFE's regasification unit, pipelines, hoses and/or any other equipment routinely used by NFE in the course of discharging the LNG and conveying it to Palo Seco.

11. To the Company's knowledge, there is no other means of delivering natural gas to San Juan Units 5 and 6 without using NFE's San Juan terminal.

12. To begin deliveries, the Company needs from NFE: (a) confirmation that NFE's facilities are available to receive and process the Company's LNG; (b) a designated representative with authority to coordinate deliveries; and (c) NFE's operating procedures for scheduling, berthing or unloading, measurement, and transfer of custody, and its vessel compatibility criteria.

E. Authorizations

13. The Company holds the current permits and authorizations necessary to transport and deliver LNG as described in this declaration and will ensure any additionally required permits and authorizations will be properly acquired to be fully compliant with all regulatory requirements.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 3, 2026, in Jacksonville, Florida.

Jacquelyn Gonsalez
VP, Energy Supply & Distribution
Crowley LNG Puerto Rico, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS),

Plaintiff,

v.

NFENERGIA LLC ("NFE"), NEW FORTRESS ENERGY INC. ("NFE PARENT"), ATLANTIC ENERGY HOLDINGS LLC ("ATLANTIC"), INSURANCE COMPANIES A, B, AND C; and CORPORATIONS X, Y, AND Z,

Defendants.

CIVIL NO. 3:26-cv-01423 (PAD)

Exhibit 10 to Emergency Motion for TRO and Preliminary Injunction

DECLARATION OF MIGUEL GARCÍA IN SUPPORT OF EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Pursuant to 28 U.S.C. § 1746, I, Miguel García, declare as follows:

A. Background

1. I am over eighteen years of age. I make this declaration based on my personal knowledge and on records kept in the ordinary course of business of the Third-Party Procurement Office ("3PPO"), including its correspondence with NFEnergia LLC ("NFE") and the operational and fuel reports and communications that Genera PR LLC ("Genera"), as operator of the generating units, provides to the 3PPO in the ordinary course of the 3PPO's oversight functions under the Gas Sales Agreement.

2. I am the Contract Manager of Regulatory Compliance Services, Corp. ("RECOMS"), which administers the 3PPO. In that capacity, on behalf of the Puerto Rico Public-Private Partnerships Authority ("P3A") and the 3PPO, I manage the Gas Sales Agreement dated December 4, 2025, OCPR No. 2026-G00097 (the "GSA"), between the Puerto Rico Electric Power Authority ("PREPA"), as Buyer, and NFE, as Seller. The 3PPO receives copies of the formal notices given to the Buyer under the GSA and supports P3A's authority under Section 22.13 of the GSA to oversee Genera and to enforce the GSA against NFE.

B. The San Juan terminal and the San Juan units

3. NFE's San Juan terminal is the only LNG receipt, regasification, and handling facility in the northern part of Puerto Rico and the sole point of entry for LNG destined for San Juan Units 5 and 6. The terminal has no reserve LNG storage tanks. The LNG carrier moored at the pier serves as both the transport vessel and the reservoir, so that when the vessel at the pier runs out of LNG, supply of natural gas to San Juan Units 5 and 6 through the terminal stops.

4. The terminal's "sendout" is the regasified natural gas that leaves the terminal through the pipeline header that feeds San Juan Units 5 and 6 and, when so configured, the San Juan TM2500 units. LNG can also be delivered to the TM2500 units in ISO containers carried by truck, which are then regasified at the units, and for which Buyer pays NFE an ISO Container Delivery Fee.

5. Under a tolling arrangement, natural gas for San Juan Units 5 and 6 would come from the LNG vessel of a third-party supplier (the "Terminal User" under Schedule 5 of the GSA) moored at NFE's pier, regasified through NFE's facilities, and delivered through the metering stations to the units. Third-party LNG can reach San Juan Units 5 and 6 only in this way. Third-party LNG can reach the TM2500 units by ISO container.

C. September 16 to October 13, 2026

6. According to Genera's communications with NFE, which the 3PPO received in the ordinary course, on September 16, 2026, San Juan Unit 6 switched to diesel at 10:50 a.m. and San Juan Unit 5 at 12:43 p.m., and terminal sendout was shut down at 12:45 p.m.

7. On September 18, 2026, the 3PPO sent NFE a Formal Notice and Request for Written Clarification. On September 22, 2026, the 3PPO sent NFE its Formal Activation of Tolling Arrangements, by which it gave notice that the circumstances of Section 22.12.1(A) of the GSA had occurred and asked NFE to confirm its readiness to proceed with Tolling Arrangements, the availability of its facilities, its protocols, and a contact person for implementation. On October 5 and October 9, 2026, the 3PPO sent NFE a Formal Notice and Demand for Information and a Formal Follow-Up and Supplemental Demand for Information. True and correct copies of these letters are Exhibits X, Y, CC, and DD to the Second Amended Complaint. NFE did not respond to the letters of October 5 and October 9, 2026.

8. True and correct copies of NFE's notices of September 21, 2026 and its letters of September 23 and 25, 2026 and October 2, 5, and 6, 2026, as received by the 3PPO, are Exhibits R, S, T, U, V, and W to the Second Amended Complaint.

9. NFE's vessel, the Amur River, moored at the San Juan terminal on the morning of October 13, 2026. According to Genera's communications with NFE, San Juan Unit 6 completed its transfer to natural gas at 11:20 p.m. on October 13, 2026.

D. Since October 13, 2026: San Juan Unit 5 and the TM2500 units

10. According to Genera's communications with NFE, which the 3PPO received in the ordinary course: (a) since October 13, 2026, NFE has supplied natural gas to only one of San Juan Units 5 and 6, and the other has run on diesel; from October 13 through at least October 24,

2026, the unit on diesel was San Juan Unit 5, which awaited NFE's confirmation that the terminal was ready for the unit to transfer to natural gas; (b) on October 13, 2026 at 8:23 p.m., NFE's terminal authorized supply of the San Juan TM2500 units from the main sendout; and (c) since October 15, 2026, the San Juan TM2500 units have been supplied exclusively by ISO containers rather than from the main supply header.

11. On October 21, 2026, NFE's terminal informed Genera that San Juan Unit 6 must be kept at no less than 140 MW because pump recirculation in the Amur River's tanks at low flow causes excess boil-off gas and increased tank pressures, and that otherwise the vessel would have to stop sending out gas. NFE also stated that the terminal was ready to transfer San Juan Unit 5 to natural gas "once all parties are lined and properly coordinated."

12. Genera wrote to NFE's terminal on October 13 (twice), 14, 15, 16 (twice), 17, 18, 19, 20, 21, and 22, 2026, requesting the terminal and sendout conditions, the estimated time to consume the vessel's inventory, the next vessel swap schedule, the terminal's readiness to transfer San Juan Unit 5 to natural gas, the ISO container inventory, and any condition requiring ISO-only supply to the San Juan TM2500 units. Genera requested NFE's confirmation of the transfer of San Juan Unit 5 on October 21, 2026 at 6:29 p.m. and followed up twice on October 22, 2026. To the 3PPO's knowledge, NFE has not answered any of these requests or confirmed the transfer.

13. On October 23, 2026, the 3PPO sent NFE a Demand for Explanation and Corrective Action requiring a written response within twenty-four hours. On October 24, 2026, the 3PPO sent NFE a Notice of Breach of Seller's Notice Obligations and Formal Activation of Tolling Arrangements, requiring a written response within forty-eight hours of receipt. The 3PPO sent both letters to NFE by electronic mail and by messenger. True and correct copies of these letters

are Exhibits 3 and 4 to the Emergency Motion for Temporary Restraining Order and Preliminary Injunction. As of the date of this declaration, NFE has not responded to either letter.

14. As of the date of this declaration, NFE has not given the 3PPO or, to the 3PPO's knowledge, Genera any notice under Sections 2.4.3(b), 4.4.1, 11.4, or 22.12.3 of the GSA concerning the supply of San Juan Units 5 and 6 or the San Juan TM2500 units after October 13, 2026, and has not claimed Force Majeure or Seller's Unplanned Maintenance for those conditions.

15. As of the date of this declaration, NFE has not (a) confirmed that its facilities are available for Tolling Arrangements; (b) provided protocols, terminal rules, or vessel vetting criteria; (c) designated a contact for implementation; or (d) proposed a Definitive Tolling Agreement.

E. The cost of ISO container supply to the TM2500 units

16. Under Section 5.1.2 of the GSA, Buyer pays NFE, in addition to the Gas Price, an ISO Container Delivery Fee of $250 per ISO container delivered.

17. Based on Genera's delivery reports, since October 15, 2026, NFE has delivered between twenty and thirty ISO containers per day to the San Juan TM2500 units. At $250 per container, those deliveries add approximately $5,000 to $7,500 per day in ISO Container Delivery Fees for natural gas that, until October 15, 2026, the terminal was authorized to deliver to those units through the main sendout.

F. Effects of diesel operation and Deliver or Pay

18. Based on Genera's operating reports, operation of San Juan Units 5 and 6 on diesel instead of natural gas reduces efficiency by approximately 2 to 3 percent and available capacity by approximately 10 percent, accelerates wear, and increases the risk of forced outages.

19. Based on data provided by Genera, including NFE's invoices and nominations, the 3PPO has prepared preliminary computations of the Deliver or Pay Payments under Section 4.4.3 of the GSA for Contract Year 2026. Those computations indicate approximately $13,835,435 for January through July 2026, of which approximately $4,981,650 is based on the volumes and Gas Prices stated on NFE's invoices for January, June, and July 2026, and the balance on estimates derived from NFE's nominations and the Gas Price formula of Section 5.1.1. For the interruption of September 16 through October 13, 2026, the 3PPO's preliminary estimate is approximately $32,000,000. These computations remain subject to verification and adjustment under Section 4.4.3. To the 3PPO's knowledge, NFE has not paid any of these amounts.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 30, 2026, in San Juan, Puerto Rico.

Miguel García

NFEnergía
puerto rico

October 1, 2024

CAPT Luis Rodríguez
Commander, USCG Sector San Juan
5 Calle La Puntilla
San Juan, Puerto Rico 00901-180

Subject: Request for One-Time Waiver to Conduct STS Operations- LNG Carrier CNTIC VPOWER GLOBAL

Dear Captain Rodriguez.

I am writing to request a one-time waiver for the LNG Carrier CNTIC VPOWER GLOBAL (IMO 9696735) to enter San Juan Harbor and conduct a ship-to-ship (STS) transfer within our terminal. Given the critical situation, we are requesting clearance for the vessel to enter the harbor tomorrow to carry out these essential operations. Final arrival time will be subject to pilots availability.

NFEnergia is actively working on viable options and a formal reconsideration request for ongoing STS operations. However, we require additional time to fully assess and develop these solutions. In the meantime, we estimate that without this waiver, the LNG supply will be exhausted by Thursday evening/Friday morning, resulting in 33% of Puerto Rico's population facing power outages.

To address the immediate need and avoid significant disruptions, we are committed to conducting these STS operations in full compliance with all established safety measures. NFE will ensure that all current safety protocols and procedures remain strictly in place throughout the operation, as we have done in the past. Our team will work diligently to maintain the highest safety standards, ensuring the safe execution of these transfers while minimizing any potential risks.

Approval of this one-time waiver would enable the CNTIC VPOWER GLOBAL to safely transfer LNG and maintain continuous power generation at the San Juan plant. If the waiver is not granted, Puerto Rico's power supply will be severely impacted, affecting critical infrastructure and essential services.

We are prepared to collaborate closely with the U.S. Coast Guard to address any concerns and to ensure that all safety measures are adhered to. We respectfully request that the USCG clear the vessel and approve this one-time waiver to allow the STS operation to proceed without delay.

Thank you for your prompt attention to this matter. Please feel free to contact me directly if further information is needed.

Best regards,

Carlos Faris
Terminal Manager, FSO
New Fortress Energía Puerto Rico

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS),

Plaintiff,

v.

NFENERGIA LLC ("NFE"), NEW FORTRESS ENERGY INC. ("NFE PARENT"), ATLANTIC ENERGY HOLDINGS LLC ("ATLANTIC"), INSURANCE COMPANIES A, B, AND C; and CORPORATIONS X, Y, AND Z,

Defendants.

CIVIL NO. 3:26-cv-01423 (PAD)

RE: Expedited Discovery
(Fed. R. Civ. P. 26(d)(1))

[PROPOSED] ORDER ON EXPEDITED DISCOVERY

Upon Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction to Compel Performance of Section 22.12 of the Gas Sales Agreement, with Notice, and for Expedited Discovery and Hearing (Dkt. _____), the Court finds good cause under Rule 26(d)(1) of the Federal Rules of Civil Procedure for limited expedited discovery in aid of the hearing on the preliminary injunction. It is ORDERED:

1. Within seven (7) days of this order, Defendant NFEnergia LLC ("NFE") shall produce to Plaintiff documents sufficient to show:

(a) the cause of each limitation on the supply of Gas to San Juan Units 5 and 6 and to the San Juan TM2500 units since October 13, 2026, including the condition requiring San Juan Unit 6 to operate at no less than 140 MW and the supply of the San Juan TM2500 units only by ISO container since October 15, 2026;
(b) the quantities of Gas delivered to each Delivery Point under the Gas Sales Agreement dated December 4, 2025 (the "GSA") since September 16, 2026;

(c) the daily LNG inventory aboard the Amur River and the daily sendout from the San Juan terminal, by Delivery Point, from October 13, 2026 until the vessel's departure;
(d) NFE's vessel schedule for the San Juan terminal through December 31, 2026, including the identity, cargo volume, and expected arrival of each vessel;
(e) the written procedures and criteria NFE applies at its San Juan terminal for scheduling, berthing, vessel compatibility, measurement, and title transfer; and
(f) the ISO containers delivered to the San Juan TM2500 units each day since October 15, 2026, and the ISO Container Delivery Fees invoiced for them.

2. Materials produced under this order may be designated confidential and, if so designated, shall be used only for purposes of this action pending entry of a protective order.

3. The evidentiary hearing on the motion for preliminary injunction is set for _____, 2026, at _____. NFE shall file its opposition no later than _____, 2026.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this ____ day of _____, 2026.

_____
PEDRO A. DELGADO HERNÁNDEZ
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS), Plaintiff, v. NFENERGIA LLC ("NFE"), NEW FORTRESS ENERGY INC. ("NFE PARENT"), ATLANTIC ENERGY HOLDINGS LLC ("ATLANTIC"), INSURANCE COMPANIES A, B, AND C; and CORPORATIONS X, Y, AND Z, Defendants.	CIVIL NO. 3:26-cv-01423 (PAD) RE: Preliminary Injunction (Fed. R. Civ. P. 65(a))

[PROPOSED] PRELIMINARY INJUNCTION

Before the Court is Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction to Compel Performance of Section 22.12 of the Gas Sales Agreement, with Notice, and for Expedited Discovery and Hearing (Dkt. _____). Having considered the motion, the opposition, the declarations and exhibits, the record, and the evidence received at the hearing held on _____, 2026, the Court finds that Plaintiff has shown a likelihood of success on the merits of its claim that the circumstances of Section 22.12.1 of the Gas Sales Agreement dated December 4, 2025 (the "GSA") have occurred, under prong (A) or prong (B), and that Defendant NFEnergia LLC ("NFE") is therefore obligated to enter into tolling arrangements; that Plaintiff is likely to suffer irreparable harm in the absence of preliminary relief; that the balance of hardships tips in Plaintiff's favor; and that this injunction is in the public interest. The Court

further finds, for purposes of this motion only, that Plaintiff has shown a likelihood of success on its claim that NFE's conduct constitutes Willful Misconduct, or willful abandonment of its obligation to supply Gas, within the meaning of Section 12.5 of the GSA. That finding is preliminary and does not bind the parties or the Court at trial. The motion for a preliminary injunction is GRANTED as follows.

1. NFE, its officers, agents, employees, and attorneys, and all persons in active concert or participation with any of them who receive actual notice of this order, Fed. R. Civ. P. 65(d)(2), shall:

(a) within twenty-four (24) hours of this order, to the extent not already provided, state in writing to the Puerto Rico Public-Private Partnerships Authority ("P3A"), through the Third-Party Procurement Office ("3PPO"), and to Genera PR LLC ("Genera") the volume of LNG aboard the vessel at the San Juan terminal, its projected exhaustion date and hour, and the identity, cargo volume, and expected arrival date of the next vessel for the San Juan terminal, if any, and update that statement in writing within twenty-four (24) hours after any change;

(b) within twenty-four (24) hours of this order, to the extent not already provided, state in writing to P3A, through the 3PPO, whether each of the following is available to receive, regasify, and redeliver LNG supplied by a third party for Plaintiff: (i) the San Juan LNG terminal and jetty; (ii) the unloading arms; (iii) the regasification equipment; (iv) the pipelines to San Juan Units 5 and 6 and to the San Juan TM2500 units; (v) the truck-loading facilities and equipment for LNG delivered by ISO container; and (vi) the facilities serving the Palo Seco units; for any that NFE contends is not available, identify it and state the reason; and update that statement in writing within twenty-four (24) hours after any change. For purposes of this order, a facility is "available" if it is physically and operationally capable of receiving, regasifying, or redelivering third-party LNG within the next thirty (30) days, without regard to any commercial term not yet agreed;

(c) maintain the designation, in writing to P3A, through the 3PPO, of a representative with authority to act for NFE on the matters in this order, with a telephone number and e-mail address at which that person can be reached at all times;

(d) within seventy-two (72) hours of this order, to the extent not already provided, deliver to P3A, through the 3PPO, copies of the written procedures NFE applies at its San Juan terminal for (i) scheduling and nominating LNG deliveries, (ii) berthing and mooring LNG vessels, (iii) receiving LNG by ISO container, (iv) measuring and testing the quality of LNG received, and (v) transferring title to LNG, together with the written criteria NFE uses to determine whether an LNG vessel is compatible with its San Juan terminal, and, where any procedure or criterion is not written, a written description sufficient to permit compliance;

(e) give P3A, through the 3PPO, and Genera written notice within twenty-four (24) hours after NFE knows or has a reasonable basis to believe that it will not be able to deliver all or any part of the Scheduled Monthly Quantity at any Delivery Point at the Hourly Rate, stating the cause and the expected duration;

(f) within five (5) days after receiving a vessel's identity and the technical information required by the criteria delivered under paragraph 1(d), complete in good faith its review of that vessel and issue a written decision approving it, approving it with stated conditions, or rejecting it with each technical basis and the criterion on which it rests;

(g) within five (5) days of this order, deliver to Plaintiff and its supplier a draft Definitive Tolling Agreement consistent with Schedule 5 of the GSA, or written comments on any draft delivered by or for Plaintiff, and negotiate in good faith on the schedule set in paragraph 2;

(h) within ten (10) days of this order, file jointly with Plaintiff a report identifying the terms agreed, the terms disputed, each party's proposed language for each disputed term, and the provision of Section 22.12 or Schedule 5 of the GSA on which each position relies; and

(i) refrain from entering into any agreement, or taking any other action, that would prevent or delay the receipt at NFE's facilities of LNG supplied by a third party for Plaintiff, and from conditioning that receipt on Plaintiff's payment of disputed invoices or on payment "without any offset, netting, or other deduction," without prejudice to the fee of Section 22.12.2, the costs Schedule 5 allocates to the Terminal User, and good-faith technical vetting under Schedule 5.

2. The parties shall meet to negotiate the Definitive Tolling Agreement on or before _____, 2026, and thereafter as the Court directs. No party shall be required to execute an agreement containing a term to which it has not agreed absent further order of the Court.

3. Nothing in this order requires NFE to act contrary to applicable law, requires any vessel movement, requires NFE to accept an incompatible vessel, or relieves any vessel of any requirement of the U.S. Coast Guard or any other authority governing navigation in San Juan Bay. If NFE contends that any law or regulation prevents an act this order requires, it shall, within the time fixed for that act, file a notice identifying the requirement, the issuing authority, the act affected, and the steps and time needed to obtain any required approval, and the Court will resolve the matter on an expedited basis.

4. Security under Fed. R. Civ. P. 65(c) is set at $1,000.

5. This order remains in effect until further order of the Court. The Court retains jurisdiction to resolve any disputed term identified under paragraph 1(h) and to enforce this order.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this ____ day of _____, 2026.

_____
PEDRO A. DELGADO HERNÁNDEZ
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

PUERTO RICO ELECTRIC POWER AUTHORITY, through the PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY and the Third-Party Procurement Office (3PPO), under Regulatory Compliance Services, Corp. (RECOMS),

Plaintiff,

v.

NFENERGIA LLC ("NFE"), NEW FORTRESS ENERGY INC. ("NFE PARENT"), ATLANTIC ENERGY HOLDINGS LLC ("ATLANTIC"), INSURANCE COMPANIES A, B, AND C; and CORPORATIONS X, Y, AND Z,

Defendants.

CIVIL NO. 3:26-cv-01423 (PAD)

RE: Temporary Restraining Order (Fed. R. Civ. P. 65(b))

[PROPOSED] TEMPORARY RESTRAINING ORDER

Before the Court is Plaintiff's Emergency Motion for Temporary Restraining Order and Preliminary Injunction to Compel Performance of Section 22.12 of the Gas Sales Agreement, with Notice, and for Expedited Discovery and Hearing (Dkt. _____). Having considered the motion, the declarations and exhibits, and the record, the Court finds that Plaintiff has shown a likelihood of success on the merits of its claim that the circumstances of Section 22.12.1 of the Gas Sales Agreement dated December 4, 2025 (the "GSA") have occurred, under prong (A) or prong (B), and that Defendant NFEnergia LLC ("NFE") is therefore obligated to enter into tolling arrangements; that Plaintiff is likely to suffer immediate and irreparable harm before a preliminary injunction can be heard, in light of NFE's statement that the LNG aboard its vessel will supply the San Juan generating plant, at most, until November 1, 2026, and that no

replacement vessel has been identified; that the balance of hardships tips in Plaintiff's favor; and that this order is in the public interest. The motion for a temporary restraining order is GRANTED as follows.

1. NFE, its officers, agents, employees, and attorneys, and all persons in active concert or participation with any of them who receive actual notice of this order, Fed. R. Civ. P. 65(d)(2), shall:

(a) within twenty-four (24) hours of this order, state in writing to the Puerto Rico Public-Private Partnerships Authority ("P3A"), through the Third-Party Procurement Office ("3PPO"), and to Genera PR LLC the volume of LNG aboard the Amur River, its projected exhaustion date and hour, and the identity, cargo volume, and expected arrival date of the next vessel for the San Juan terminal, if any;

(b) within twenty-four (24) hours of this order, state in writing to P3A, through the 3PPO, whether each of the following is available to receive, regasify, and redeliver LNG supplied by a third party for Plaintiff: (i) the San Juan LNG terminal and jetty; (ii) the unloading arms; (iii) the regasification equipment; (iv) the pipelines to San Juan Units 5 and 6 and to the San Juan TM2500 units; (v) the truck-loading facilities and equipment for LNG delivered by ISO container; and (vi) the facilities serving the Palo Seco units; and, for any that NFE contends is not available, identify it and state the reason. For purposes of this order, a facility is "available" if it is physically and operationally capable of receiving, regasifying, or redelivering third-party LNG within the next thirty (30) days, without regard to any commercial term not yet agreed;

(c) within twenty-four (24) hours of this order, designate in writing to P3A, through the 3PPO, a representative with authority to act for NFE on the matters in this order, with a telephone number and e-mail address at which that person can be reached at all times;

(d) within seventy-two (72) hours of this order, deliver to P3A, through the 3PPO, copies of the written procedures NFE applies at its San Juan terminal for (i) scheduling and nominating LNG deliveries, (ii) berthing and mooring LNG vessels, (iii) receiving LNG by ISO container, (iv) measuring and testing the quality of LNG received, and (v) transferring title to LNG, together with the written criteria NFE uses to determine whether an LNG vessel is compatible with its San Juan terminal, and, where any procedure or criterion is not written, a written description sufficient to permit compliance; and

(e) refrain from entering into any agreement, or taking any other action, that would prevent or delay the receipt at NFE's facilities of LNG supplied by a third party for Plaintiff, and from conditioning that receipt on Plaintiff's payment of disputed invoices or on payment "without any offset, netting, or other deduction."

2. Nothing in this order requires NFE to act contrary to applicable law, requires any vessel movement, requires NFE to accept an incompatible vessel, or relieves any vessel of any

requirement of the U.S. Coast Guard or any other authority governing navigation in San Juan Bay. If NFE contends that any law or regulation prevents an act this order requires, it shall, within the time fixed for that act, file a notice identifying the requirement, the issuing authority, the act affected, and the steps and time needed to obtain any required approval, and the Court will resolve the matter on an expedited basis.

3. Security under Fed. R. Civ. P. 65(c) is set at $1,000.

4. This order is entered on _____, 2026, at _____, and expires fourteen (14) days after entry unless extended for good cause or by consent. Fed. R. Civ. P. 65(b)(2). The hearing on Plaintiff's request for a preliminary injunction is set for _____, 2026, at _____. NFE shall file its opposition no later than _____, 2026.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this ____ day of _____, 2026.

_____
PEDRO A. DELGADO HERNÁNDEZ
UNITED STATES DISTRICT JUDGE