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: Supplement to Emergency Motion for TRO and Preliminary Injunction (Dkt. 24) EXPEDITED CONSIDERATION REQUESTED

URGENT SUPPLEMENTAL INFORMATIVE MOTION IN SUPPORT OF EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION (DKT. 24)

TO THE HONORABLE COURT:

COMES NOW Plaintiff, the Puerto Rico Electric Power Authority ("PREPA"), through the Puerto Rico Public-Private Partnerships Authority ("P3A") and the Third-Party Procurement Office ("3PPO"), and through its undersigned legal representation, and respectfully informs the Court as follows:

LOS DATOS CON JAY FONSECA

I. NFE'S OWN WORDS: THE GAS RUNS OUT TONIGHT, AND THERE IS NO NEXT VESSEL

Today, October 30, 2026, at 12:17 p.m., NFE's Terminal Manager wrote to Genera PR LLC ("Genera"), Buyer's operator, with copy to the 3PPO, and reported the following terminal conditions as of noon:

> "VESSEL Net Inventory: 1,162m³ (AMUR RIVER)
>
> Iso Container Inventory: 14 (~11,200MMBtu)
>
> Terminal Status: ONLINE, U5 + SJ TM's (VIA ISO Containers)
>
> Estimated Gas Completion: October 31th @ 0100HRS PLEASE COORDINATE WITH TOC THE SWAP OF GT5 ON OR BEFORE THIS DATE/TIME.
>
> Next Current Vessel Swap Schedule: TBC"

(Ex. 12 at 1.) Exhibit 12 is the email exchange titled "NFE San Juan Terminal Update" between Genera and NFE's terminal personnel from October 13 to October 30, 2026, as received by the 3PPO, which is copied on every message. The statements of NFE's Terminal Manager are NFE's own. Fed. R. Evid. 801(d)(2)(D).

This is not a press account. It is NFE's written representation to its customer's operator, and it settles three facts. First, the LNG aboard the Amur River will be exhausted at 1:00 a.m. on October 31, 2026, a day earlier than the date reported in the press. (Dkt. 24 at 10.) Second, NFE has asked Genera to take San Juan Unit 5 off Gas by that hour. Third, NFE has no next vessel. Its "Next Current Vessel Swap Schedule" is "TBC." Seventeen days after the Amur River docked, and hours before its cargo runs out, NFE still cannot say, or will not say, when or aboard which vessel the next cargo will arrive.

II. SEVENTEEN DAYS, EIGHTEEN REQUESTS, ONE ANSWER, GIVEN WITH LESS THAN THIRTEEN HOURS OF GAS LEFT

NFE's email of October 30 is not a spontaneous disclosure. It is the first written answer to eighteen requests Genera sent to NFE's terminal over seventeen days. Each request asked for some or all of the following: (a) the terminal and sendout conditions; (b) the estimated time to consume the vessel's inventory and the forecasted next vessel swap; (c) the terminal's readiness to return San Juan Unit 5 (and, on October 30, Unit 6) to Gas; (d) the ISO container inventory; and (e) the limiting or shutdown conditions that required ISO-only supply to the San Juan TM2500 units. Exhibit 12 shows the following:

No.	Sent (2026)	Information requested	NFE's written answer	Ex. 12 at
1	Oct. 13, 2:23 p.m.	Berthing progress, terminal readiness, expected time to start sendout	None	12-13
2	Oct. 13, 8:20 p.m.	Follow-up: terminal conditions, time to resume sendout, (d)	None	12
3	Oct. 14, 9:59 a.m.	(a), (c), (d)	None	11
4	Oct. 15, 8:50 a.m.	(a), (b), (c), (d)	None	10
5	Oct. 16, 10:39 a.m.	(a), (b), (c), (d)	None	10
6	Oct. 16, 5:26 p.m.	(e)	None	9
7	Oct. 17, 11:09 p.m.	(a) through (e)	None	9
8	Oct. 18, 8:16 p.m.	(a) through (e)	None	8
9	Oct. 19, 1:30 p.m.	(a) through (e)	None	7
10	Oct. 20, 1:28 p.m.	(a) through (e)	None	7
11	Oct. 21, 1:44	(a) through (e)	None	6

No.	Sent (2026)	Information requested	NFE's written answer	Ex. 12 at
	p.m.			
12	Oct. 22, 8:12 a.m.	(a) through (e)	None	5
13	Oct. 23, 11:33 a.m.	(a) through (e)	None	5
14	Oct. 24, 4:59 p.m.	(a) through (e)	None	4
15	Oct. 26, 11:22 a.m.	(a) through (e)	None	3
16	Oct. 27, 7:04 p.m.	(a) through (e)	None	3
17	Oct. 28, 5:17 p.m.	(a), (b), (d), (e), and whether both units could remain on Gas for base load	None	2
18	Oct. 30, 10:31 a.m.	(a) through (e), Unit 6	Partial, at 12:17 p.m.: inventory, Gas completion at 1:00 a.m. on Oct. 31, next vessel "TBC"; nothing on (c) or (e)	1

Put in numbers: Genera asked fourteen times when the vessel's inventory would run out and when the next vessel would arrive; thirteen times when NFE's terminal would be ready to return Unit 5 to Gas; thirteen times why the TM2500 units were being served only by ISO container; and sixteen times for the ISO container inventory. (Ex. 12 at 1-13.) The exchange contains no written answer from NFE to any of them for almost seventeen days, from 2:23 p.m. on October 13 to 12:17 p.m. on October 30. The record before the Court reflects one communication from NFE's terminal in that period: on October 21 it 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. (Dkt. 24 at 8.) That was a demand on Buyer, not an

answer to Buyer. NFE's silence continued through the 3PPO's written demands of October 23 and 24. (Dkt. 24, Exs. 3, 4.)

When NFE finally answered, it disclosed the one fact it had been asked for since October 15, the time the vessel's inventory would run out, twelve hours and forty-three minutes before it happened. It still did not say when the terminal would be ready to return Unit 6 to Gas, why the TM2500 units have been served by ISO container, or when the next vessel will come. (Ex. 12 at 1.) The information NFE withheld for seventeen days is precisely the information the temporary restraining order would require it to provide within twenty-four hours. (Dkt. 24 at 21.)

III. THE COURT MAY REASONABLY INFER THAT NFE RATIONED THE AMUR RIVER AND RAN OUT THE CLOCK ON TOLLING

At the preliminary injunction stage the Court may draw reasonable inferences from the record. NFE's own conduct supports one inference above all others.

First, NFE rationed the cargo. Since the Amur River moored, NFE has supplied Gas to one of the two San Juan units at a time, except for less than two hours on October 28, after which the second unit came off Gas "as requested by NFE." (Ex. 12 at 1-11.) A cargo that feeds one unit lasts longer than a cargo that feeds two. Whatever NFE's stated reasons, and it has stated none for keeping the second unit on diesel, the effect was to stretch a limited cargo across more days while Buyer burned diesel for the balance of its scheduled quantities.

Second, NFE withheld the two facts PREPA needed to activate tolling. In Civil No. 26-1621, the court required PREPA to show that third-party LNG could arrive before NFE's own vessel; because the Amur River was about to arrive, PREPA could not make that showing. (Dkt. 24, Ex. 1 at 5-6; Dkt. 24, Ex. 2.) That showing depends on two dates only NFE knows: the date its inventory runs out and the date its next vessel arrives. Genera asked for both fourteen times. NFE gave the first with less than thirteen hours' notice and has never given the second. (Ex. 12

at 1-10.) The third-party supplier can begin by ISO container within one day, and by vessel within three to twenty days, once NFE makes its facilities available. (Dkt. 24 at 12; Dkt. 24, Ex. 9 ¶¶ 7-8.) Twelve hours and forty-three minutes is less than one day.

Third, the result is the one NFE needs. A supplier that wished to avoid Section 22.12 would do exactly this: keep a vessel at the pier and stretch its cargo, so that it can say it has "resumed"; reveal the end of the cargo only when it is too late to arrange anything else; and keep the next vessel "TBC," so that whenever PREPA moves, NFE can announce an imminent arrival and argue, as it did in Civil No. 26-1621, that tolling would come too late to matter. (Dkt. 24, Ex. 2; Dkt. 24, Ex. 8.) Each day of silence shortened the time PREPA had to engage a third-party supplier, negotiate the definitive tolling agreement Schedule 5 contemplates, and bring LNG to San Juan before NFE's next cargo. The Court may reasonably infer that the silence served that end.

The GSA does not permit it. When Seller cannot deliver, Buyer "shall use reasonable efforts to procure" Gas or Replacement Fuel "from an alternative fuel source." (GSA § 4.4.2.) Section 22.12.1 is the means the parties chose for Buyer to do so with LNG: Seller "will enter into tolling arrangements" permitting Buyer to deliver third-party LNG to Seller's facilities. A Seller that withholds the information without which Buyer cannot mitigate, and then argues that Buyer's mitigation comes too late, frustrates the very performance the contract requires of both parties. 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. (Dkt. 24 at 15.)

LOS DATOS CON JAY FONSECA

IV. NFE'S EMAIL ESTABLISHES, PRIMA FACIE, WILLFUL MISCONDUCT AND WILLFUL ABANDONMENT

The GSA defines "Willful Misconduct" as "any act or omission which is done or omitted to be done willfully or deliberately having regard to or is done or omitted to be done with reckless disregard for or wanton indifference to, its foreseeable and harmful consequences." (GSA § 1.1.) Section 12.5 excludes from the liability cap all liabilities arising from Willful Misconduct, and any Deliver or Pay Payment for Gas that Seller, without excuse, "willfully abandons any attempt to" supply. (GSA § 12.5; Dkt. 24 at 16-17.)

Exhibit 12 supplies, in NFE's own hand, what Dkt. 24 established from Buyer's records and the press. NFE knew that the Amur River's cargo was finite; it knew the date it would run out; it knew that San Juan Units 5 and 6 and the TM2500 units serve the capital's grid, where, according to the press articles, more than 150,000 customers lost power on October 27 for lack of generation (Dkt. 24 at 8 n.2); and it knew that without notice Buyer could not replace that Gas. It chose to answer none of eighteen requests until the night before the cargo ran out, and it has scheduled no vessel to follow. That is an omission made "deliberately," "with reckless disregard for or wanton indifference to, its foreseeable and harmful consequences." And for every MMBtu not delivered after 1:00 a.m. tomorrow, with no vessel scheduled, no notice given, and no tolling arrangement permitted, NFE has not attempted to perform at all. That is willful abandonment of "any attempt to perform its obligation to supply Gas." (GSA § 12.5.)

The motive is no mystery. On the 3PPO's preliminary computations, the Deliver or Pay Payments for 2026 already exceed the $40,000,000 annual limit of Section 12.5. (Dkt. 24 at 5, 7.) On NFE's reading of the cap, the failure that begins at 1:00 a.m. tomorrow costs NFE nothing more this year, while chartering a vessel on time, supplying both units, or permitting a competitor's cargo through its terminal would cost it money. (Dkt. 24 at 16-17.) NFE has hidden

behind that cap and answered its customer with silence. A supplier that knows its next failure is free is the supplier Sections 12.5 and 22.12 were written for.

V. NFE'S EMAIL CORROBORATES WHAT PREPA HAS TOLD THIS COURT AND THE COURT IN CIVIL NO. 26-1621

The harm would recur. When the court in Civil No. 26-1621 vacated its hearing because the Amur River had docked, PREPA warned that "[w]hen the Amur River discharges and departs, supply depends again on the next vessel clearing the same constraints," and that "NFE has not identified when, or aboard which vessel, the next cargo will arrive." (Dkt. 24 at 2, quoting Civ. No. 26-1621, Dkt. 47 at 11.) NFE now writes the same thing: next vessel, "TBC." (Ex. 12 at 1.)

The harm is about to worsen. By NFE's own estimate, as of 1:00 a.m. tomorrow neither San Juan Unit 5 nor San Juan Unit 6 will have Gas. The San Juan TM2500 units will depend on fourteen ISO containers, approximately 11,200 MMBtu, less than one fifth of a single day of the quantity scheduled for those units in October. (Ex. 12 at 1; Dkt. 24, Ex. 6 (2,012,600 MMBtu scheduled for the San Juan TM2500 units for October).) Once those containers are spent, the San Juan units will run on diesel, at a cost Buyer pays and a risk the grid bears, until a vessel NFE has not identified arrives.

VI. PREPA CORRECTS TWO STATEMENTS, AND THE CORRECTIONS ONLY CONFIRM THE PATTERN

The Emergency Motion states, upon information and belief, that San Juan Unit 5 had not received Gas since September 16, 2026. (Dkt. 24 at 2, 4.) PREPA corrects that statement. The exchange shows that Unit 5 remained on diesel through October 27, "pending confirmation from NFE of terminal readiness to perform fuel swap"; that it returned from a forced outage on natural gas at 3:56 p.m. on October 28; and that at 5:40 p.m. that day San Juan Unit 6 "was swapped to

using ULSD [ultra-low sulfur diesel], as requested by NFE," where it remains, "pending confirmation from NFE of terminal readiness to perform fuel swap." (Ex. 12 at 1-11.) The units traded places; the shortfall did not change.

The Emergency Motion also states that since October 15 NFE has supplied the San Juan TM2500 units only by ISO container. (Dkt. 24 at 8.) Genera's messages show ISO-only supply from October 15 through 21, and a combination of ISO containers and header supply from October 22. (Ex. 12 at 1-3.) NFE's email of today again reports the TM2500 units as served "VIA ISO Containers." (Ex. 12 at 1.) NFE has never explained either arrangement.

VII. REQUEST

The Court in Civil No. 26-1621 denied relief because NFE's vessel was about to arrive. Today NFE itself confirms that its vessel is about to run dry, that no other vessel is coming on any date it can name, and that it kept that information from its customer until the last twelve hours. PREPA respectfully requests that the Court take notice of this information and of Exhibit 12, and rule on the request for a temporary restraining order at its earliest opportunity.

I HEREBY CERTIFY that on this date I filed this motion and its exhibit 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.

[redacted]
Lcdo. Max Pérez-Bouret
[redacted]
Email: [redacted]
Counsel for Plaintiff PREPA by designation of 3PPO

EXHIBIT

Exhibit 12: Email exchange between Genera PR LLC and NFE terminal personnel, "NFE San Juan Terminal Update," October 13 to October 30, 2026

LOS DATOS CON JAY FONSECA