

**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: BREACH OF CONTRACT;
COLLECTION OF LIQUID AND
ENFORCEABLE SUMS; DAMAGES;
SPECIFIC PERFORMANCE;
DECLARATORY JUDGMENT

Jury Trial Demanded.

(Diversity: 28 U.S.C. § 1332)

SECOND AMENDED COMPLAINT AND DECLARATORY JUDGMENT

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”), administered by Regulatory Compliance Services, Corp. (“RECOMS”), and through its undersigned legal representation, respectfully files this Second Amended Complaint and Declaratory Judgment against Defendants NFEnergia LLC (“NFE”), New Fortress Energy Inc. (“NFE Parent” or “New Fortress”), Atlantic Energy Holdings LLC (“Atlantic”), Insurance Companies A, B, and C, and Corporations X, Y, and Z, and states, alleges, and requests the following:

I. NATURE OF THE ACTION

1. This action is of a mixed nature, including legal and equitable claims. It seeks the collection of liquid and enforceable sums, damages, specific performance, and declaratory relief, all arising from Defendants' systematic breach of four successive agreements for the supply of liquefied natural gas ("LNG") and natural gas to Puerto Rico's critical power generation infrastructure: the Fuel Sale and Purchase Agreement dated March 5, 2019 (the "FSPA"); the Natural Gas Sale and Purchase Agreement dated March 15, 2024 (the "NGSPA"); the Energy Exigency Short-Term Natural Gas Sale and Purchase Agreement dated July 17, 2025, as amended (the "Exigency Contract"); and the Gas Sales Agreement dated December 4, 2025, OCPR No. 2026-G00097 (the "GSA"). Together, these agreements have made NFE the sole supplier of natural gas to San Juan Units 5 and 6 since 2019, and to the temporary generation units at San Juan and Palo Seco since 2024, and the GSA continues that supply through December 4, 2032.

2. From October 2024 through October 2025, under the FSPA, the NGSPA, and the Exigency Contract, NFE persistently failed to deliver the scheduled quantities of natural gas, forcing Puerto Rico's generation facilities to operate on far more expensive diesel fuel. The excess fuel costs for that period total approximately FIFTY-FIVE MILLION THREE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS AND EIGHTY-SEVEN CENTS (\$55,326,573.87).

3. The failures did not stop when the GSA took effect on December 5, 2025. In every month from December 2025 through August 2026, NFE's own invoices record volumes of gas "Not Made Available due to FM," that is, volumes NFE did not deliver and attributed to Force Majeure. More recently, on September 16, 2026, NFE's supply vessel ran out of LNG with no replacement vessel at the pier, and NFE delivered no gas to San Juan Units 5 and 6 and the Palo

Seco temporary units for twenty-seven days, until October 13, 2026. During that interruption NFE refused to enter into the Tolling Arrangements that Section 22.12 of the GSA requires, which would have allowed PREPA to bring third-party LNG through NFE's terminal, and NFE conditioned any resumption of supply on PREPA's agreement to pay NFE's invoices "without any offset, netting, or other deduction," a condition the GSA does not contain.

4. Under the GSA, NFE's failure to deliver obligates it to make Deliver-or-Pay Payments ("DoP Payments") measured by the difference between the cost of replacement fuel and the contract Gas Price. The DoP Payments owed for the period from December 2025 through October 2026 exceed FORTY MILLION DOLLARS (\$40,000,000), the limit of NFE's liability for a single Contract Year under Section 12.5 of the GSA. That limit does not apply to liabilities arising from NFE's Willful Misconduct, or to any DoP Payment associated with gas that NFE willfully abandoned any attempt to supply. As alleged below, NFE's conduct during the September and October 2026 interruption meets both exceptions.

5. NFE's delivery failures did not arise from any unforeseeable or external cause. They originated in NFE's own operational decisions and regulatory non-compliance: (1) the deployment of LNG vessels larger than those the United States Coast Guard ("USCG") had evaluated, which obstructed the federal navigable channel in violation of 33 U.S.C. § 409 and led the USCG, in September 2024, to issue a Letter of Warning, to determine that the waterway was not suitable for NFE's operation, and to prohibit any obstruction of the channel, which ended NFE's ship-to-ship ("STS") LNG transfer operations at its berth; (2) the failure to secure the tugboat resources that the USCG and the San Juan Bay Pilots require; (3) the reliance, since October 2024, on a single vessel as both transport and storage, a model NFE chose and has not corrected in two years, so that every vessel exchange, mechanical fault, or scheduling gap

interrupts supply; and (4) in September 2026, the charter of a replacement vessel, the Amur River, whose dimensions exceeded the limits of NFE's own Waterway Suitability Assessment, followed by a refusal to pay for the standby tugs that the court overseeing the Pilots' litigation found necessary for that vessel to enter port. Having created these conditions, NFE has characterized each resulting shortfall as Force Majeure to avoid its payment obligations.

6. PREPA therefore seeks: (a) judgment for the shortfall payments and damages owed under the FSPA, the NGSPA, and the Exigency Contract; (b) judgment for the DoP Payments owed under the GSA, with contractual interest, as a continuing obligation that encompasses all DoP Payments accruing through the date of judgment; (c) an order of specific performance of Section 22.12 (the Tolling Clause) of the GSA; (d) a declaratory judgment, under 28 U.S.C. §§ 2201 and 2202, that NFE's Force Majeure claims are invalid, that the tolling obligation of Section 22.12 arises upon each failure to deliver, that NFE may not condition delivery or terminal access on payment terms the GSA does not contain, and that NFE's conduct constitutes Willful Misconduct outside the limitation of Section 12.5; and (e) judgment against New Fortress and Atlantic, as the parent companies of NFE and as guarantors of its payment obligations.

II. JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), in that the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states. Plaintiff PREPA is a citizen of the Commonwealth of Puerto Rico. Defendant NFEnergia LLC is a citizen of the States of Delaware and New York. Defendant New Fortress Energy Inc. is a citizen of the States of Delaware and New York. Upon information and belief, Defendant Atlantic Energy Holdings LLC is a citizen of the States of Delaware and New York, its sole member being New Fortress Energy Inc., a corporation

incorporated in Delaware with its principal place of business in New York. Complete diversity of citizenship therefore exists between Plaintiff and Defendants.

8. This action is brought by PREPA as the owner of the Legacy Generation Assets, as the Buyer under each of the four agreements, and as the real party in interest with respect to the rights and claims asserted. Under the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement dated January 24, 2023 (the “OMA”), a true and correct copy of which was filed as Exhibit K and is incorporated by reference, PREPA remains the owner of, and the principal with respect to, the rights and claims arising under the fuel supply agreements at issue. PREPA bears the cost of the fuel burned in place of the gas NFE does not deliver, and that cost would be transferred to Puerto Rico’s ratepayers if not recovered.

9. The authority to prosecute this action on PREPA’s behalf derives from PREPA’s ownership of the claims and from the following. First, by letter dated December 19, 2025, PREPA, acting through its Executive Director, consented to and authorized the 3PPO to administer, execute, and enforce the claims arising under the FSPA, and confirmed that the 3PPO already held the mandate of representation for the NGSPA and the Exigency Contract. A true and correct copy of that consent was filed as Exhibit L and is incorporated by reference. Second, with respect to the GSA, Section 22.13 provides that, “[n]otwithstanding anything in this Agreement that may be to the contrary,” P3A “(a) shall serve as the sole authority for oversight of Genera under this Agreement; (b) shall have the sole authority to enforce this Agreement against Seller; [and] (c) shall have the sole right to give (or withhold) any approvals, consents or waivers on behalf of Buyer or Genera.” (GSA § 22.13, at 44.) P3A is a party to the GSA for purposes of Section 22.13 and signed it in that capacity. (*Id.* at 46.) PREPA brings the GSA claims through P3A, the authority the GSA designates to enforce Buyer’s rights against

Seller, and P3A has delegated the administration of the fuel supply agreements to the 3PPO. Third, the 3PPO, administered by RECOMS, is the independent procurement-oversight body charged with managing procurement activities and neutralizing actual or apparent organizational conflicts of interest under the OMA and the Professional Services Agreement between P3A and RECOMS dated July 24, 2025, a true and correct copy of which was filed as Exhibit J and is incorporated by reference. It is through that conflict-neutralization function that undersigned outside counsel was retained. P3A, the 3PPO, and RECOMS appear solely in a representative and enforcement capacity and are not parties to this action; their respective citizenships are not at issue for purposes of diversity jurisdiction.

10. This Court has supplemental jurisdiction over all related claims pursuant to 28 U.S.C. § 1367(a), as such claims arise from the same case or controversy as Plaintiff's primary claims.

11. The Court has authority to grant declaratory relief under 28 U.S.C. §§ 2201 and 2202, and injunctive relief under Rule 65 of the Federal Rules of Civil Procedure.

12. Under the FSPA, the NGSPA, and the Exigency Contract, the parties agreed that every dispute arising under or related to those agreements is to be resolved exclusively in the United States District Court for the District of Puerto Rico. This Court is that court. (FSPA cl. 24.1(a); NGSPA Art. XX.1(a); Exigency Contract Art. XIII.) The GSA, in turn, requires that all proceedings be conducted in English before the courts sitting in San Juan (GSA §§ 21.2, 21.3, 22.11), and this Court, which sits in San Juan, is the only court in Puerto Rico whose pleadings and proceedings must, by law, be conducted in English. 48 U.S.C. § 864. In Section 21.5 of the GSA, the parties irrevocably waived any objection based on personal jurisdiction or inconvenient forum.

Venue also lies in this District under 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to this action occurred here: the LNG terminal, the Delivery Points, the generation units, and the port where each delivery failed are all in San Juan.

13. Defendants are subject to the personal jurisdiction of this Court. NFEnergia LLC is organized under the laws of the Commonwealth of Puerto Rico, maintains continuous operations at the Port of San Juan, located in this District, has designated a resident agent in the Commonwealth of Puerto Rico for service of process, and has submitted to the jurisdiction of this Court under the provisions described in paragraph 12. All three Defendants, NFEnergia LLC, New Fortress Energy Inc., and Atlantic Energy Holdings LLC, have appeared in this action through the same counsel.

14. Each of the four agreements is governed by the laws of the Commonwealth of Puerto Rico. The FSPA provides that it “shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico and, to the extent applicable, the laws of the United States of America, excluding any choice-of-law provisions that would require application of the laws of a different jurisdiction.” (FSPA Art. XXII.) The NGSPA “shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico” (NGSPA Art. XVIII), as is the Exigency Contract through its Article XIII. The GSA provides that all matters arising out of or relating to it “shall be governed and construed in accordance with the laws of Puerto Rico.” (GSA § 16.) The FSPA, executed on March 5, 2019 and in the course of performance when the Civil Code of Puerto Rico of 2020 took effect, is governed by the Civil Code of Puerto Rico of 1930. Article 1813 of the Civil Code of 2020, 31 L.P.R.A. § 11718, provides that the provisions of the 2020 Code do not apply to contracts in the course of performance when it took effect. The NGSPA, the Exigency Contract, and the GSA, each

executed after November 28, 2020, are governed by the Civil Code of Puerto Rico of 2020, Act No. 55-2020.

III. THE PARTIES

A. The Plaintiff

15. PREPA is a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by Act No. 83 of May 2, 1941, as amended, 22 L.P.R.A. § 191 et seq., with the capacity to sue and be sued in its own name. PREPA owns the Legacy Generation Assets, including San Juan Units 5 and 6, the San Juan and Palo Seco TM2500 units, and the other generation units supplied under the agreements at issue. PREPA is the Buyer and the contracting principal under the FSPA, the NGSPA, the Exigency Contract, and the GSA, and the holder of the rights and claims arising under them. For purposes of 28 U.S.C. § 1332, PREPA is a citizen of the Commonwealth of Puerto Rico.

16. P3A is the public corporation designated in Section 22.13 of the GSA as the sole authority to enforce that agreement against the Seller. The 3PPO, administered by RECOMS, administers the fuel supply agreements on P3A's behalf and receives copies of the formal notices given to the Buyer under Section 19.1 of the GSA. Under the GSA, the Buyer is otherwise represented by Genera PR LLC ("Genera") as its agent, subject to Section 22.13. Genera is a wholly owned subsidiary of New Fortress Energy Inc., NFE's ultimate parent, and is not a party to this action.

B. The Defendants

17. Defendant NFEnergia LLC ("NFE") is a limited liability company organized under the laws of the Commonwealth of Puerto Rico, with its principal office at 111 W. 19th Street, 8th Floor, New York, New York 10011, and operations at Wharves A and B of the Port of San Juan,

Puerto Rico. The sole member of NFEnergia LLC is Atlantic Energy Holdings LLC. Atlantic Energy Holdings LLC is wholly owned by New Fortress Energy Inc., a corporation incorporated under the laws of the State of Delaware with its principal place of business in New York, New York. NFEnergia LLC is therefore a citizen of the States of Delaware and New York. NFE is the Seller and the direct contractual counterparty under each of the four agreements, and it owns and operates the LNG receipt, regasification, and handling facility at the Port of San Juan that supplies natural gas to the generation facilities operated on PREPA's behalf.

18. Defendant New Fortress Energy Inc. ("NFE Parent" or "New Fortress") is a corporation organized under the laws of the State of Delaware, listed on the NASDAQ stock exchange under the symbol "NFE," with its principal place of business at 111 W. 19th Street, 8th Floor, New York, New York 10011, and is a citizen of the States of Delaware and New York. New Fortress is the ultimate parent of NFEnergia LLC and of Atlantic Energy Holdings LLC. New Fortress is the "Seller Guarantor" under the GSA and, pursuant to Section 10.2.1 of the GSA, was required to provide a parent company guarantee of NFE's obligations under the GSA on or before the Supply Start Date (*id.* § 10.2.1). By letter dated June 15, 2026, signed by its Co-General Counsel on behalf of NFE, New Fortress confirmed that the restructuring proceedings of its affiliates "have no impact on the status of the Seller Guaranty." New Fortress also executed the Parent Company Guarantee dated March 15, 2024, attached as Exhibit C to the NGSPA (Exhibit B hereto at 57-63), signed for New Fortress by Christopher Guinta, its Chief Financial Officer, by which it "absolutely, unconditionally and irrevocably guarantees" the payment of all amounts owed by NFE to PREPA under the NGSPA. The GSA Seller Guaranty is not in PREPA's possession; the 3PPO has demanded a copy from NFE, which has not produced it, and PREPA will prove its terms at trial. New Fortress is named as a Defendant in its own right, as the

parent of NFE and Atlantic, and in its capacity as guarantor of NFE's obligations under the NGSPA and the GSA.

19. Defendant Atlantic Energy Holdings LLC ("Atlantic") is a limited liability company. Upon information and belief, the sole member of Atlantic is New Fortress Energy Inc., a corporation incorporated under the laws of the State of Delaware with its principal place of business at 111 W. 19th Street, 8th Floor, New York, New York 10011. Atlantic is therefore a citizen of the States of Delaware and New York. Atlantic is the direct parent and sole member of NFEnergia LLC and is "Seller's Parent" as defined in the FSPA. Atlantic is named as a Defendant in its own right, as the parent of NFE, and in its capacity as guarantor under the FSPA.

20. Upon information and belief, NFEnergia LLC, Atlantic Energy Holdings LLC, and New Fortress Energy Inc. operate as a single entity under common control in the supply of natural gas to Puerto Rico. First, they are under common ownership and financial control: New Fortress Energy Inc. wholly owns Atlantic, Atlantic is the sole member of NFE, and New Fortress stands as guarantor of NFE's obligations under the NGSPA and the GSA. Second, they share management: NFE's designated point of contact under the GSA was Christopher Guinta, the Chief Financial Officer of New Fortress Energy Inc., who signed NFE's Force Majeure notices under the NGSPA (Exhibit H) and the Parent Company Guarantee for New Fortress (Exhibit B at 63); his successor as NFE's point of contact, Alex Bowman, corresponds from a New Fortress address; and NFE's June 15, 2026 letter was signed "[f]or and on behalf of" NFE by Matthew Reinhard, Co-General Counsel of New Fortress Energy Inc. (Exhibit O). Third, control over NFE's performance is centralized in New Fortress: the three entities share the same principal office at 111 W. 19th Street, 8th Floor, New York, New York; the GSA directs every

notice to NFE with a copy to the legal department of New Fortress Energy Inc. (GSA § 19.1.2); and, upon information and belief, the sourcing of LNG cargoes, the chartering of vessels, including the Amur River, and the decision of October 2, 2026 that “NFE is unable to commit any LNG to Puerto Rico moving forward” (Exhibit U) were made by New Fortress for the group. Fourth, their operations are interrelated: the LNG supplied under the GSA is sourced in part from New Fortress’s Fast LNG production facility, and when the 3PPO asked about New Fortress’s restructuring, NFE answered for the group that “the information in New Fortress Energy Inc.’s recent 8-K referenced in your letter will not impact, delay, or interrupt LNG deliveries” (Exhibit Q). Treating NFE as separate from the entities that control its supply, its vessels, and its cargoes would allow Defendants to avoid the obligations owed to PREPA. PREPA pleads the liability of New Fortress and Atlantic on each Cause of Action on the guaranties identified above where they apply and, in the alternative, on the basis that the three Defendants, as a single entity under common control, are jointly liable for its obligations to PREPA.

21. Defendants Insurance Companies A, B, and C are fictitious names for one or more insurance companies that, at the times relevant to this Complaint, had issued in favor of NFEnergia LLC or New Fortress Energy Inc. one or more policies of liability insurance covering the acts, omissions, breaches, and damages alleged herein, and that are therefore directly liable to Plaintiff pursuant to the direct-action provisions of 26 L.P.R.A. § 2003. Their true names and capacities are presently unknown to Plaintiff, who will seek leave to amend to substitute their true names once ascertained.

22. Defendants Corporations X, Y, and Z are fictitious names for one or more persons or entities, presently unknown to Plaintiff, who may be liable to Plaintiff for the acts, omissions, breaches, or damages alleged herein, whether as affiliates, successors, sureties, guarantors, or

otherwise, including the surety or financial institution that issued the Seller Performance Security that Section 10.1.1 of the GSA required NFE to deliver, in the amount of \$10,000,000, to “guarantee the full and faithful performance by Seller of its obligations under this Agreement, including payment of all sums due from Seller to Buyer (e.g., DoP Payments, credits, damages)” (GSA § 10.1.1). Plaintiff will seek leave to amend to substitute their true names and capacities once ascertained.

IV. FACTS

A. The Contracts Governing the Commercial Relationship

23. On March 5, 2019, NFE and PREPA executed the FSPA for the supply of natural gas, in the form of regasified LNG, to Units 5 and 6 of the San Juan Combined Cycle Power Plant (the “SJ 5&6 Units”). Clause 9.1 of the FSPA provides that if, for any reason other than Force Majeure, a Planned Seller Shutdown, Excess Nominations, the failure of a Firm Supply Solvency Condition, or reasons attributable to Buyer, “Seller fails to deliver to Buyer the scheduled quantity of Natural Gas in the Binding Monthly Schedule for the applicable month” (the “Natural Gas Deficiency”), Seller shall, at its option, either make available the equivalent quantity of diesel (the “Back-up Fuel Quantity”) or “pay the Back-up Fuel Cover Amount so that Buyer may procure the Back-up Fuel Quantity from Third Parties.” (FSPA cl. 9.1.) The Back-up Fuel Cover Amount is measured by the excess of the Back-up Fuel Quantity Index Price over the Fuel Price that would have been paid for the undelivered gas. (*Id.* cl. 9.1(b), at 27.) Clause 9.3 records the parties’ agreement that Clause 9.1 “represents a reasonable estimate” of Buyer’s damages. (*Id.* cl. 9.3.) Clause 3.1(e) made NFE “the exclusive supplier of Natural Gas to Buyer for use as fuel at the SJ 5&6 Units.” (*Id.* cl. 3.1(e).) The FSPA’s term expired on July 31, 2026. (GSA § 3.4.) A true and correct copy of the FSPA was filed as Exhibit A and is incorporated by reference.

24. On March 15, 2024, NFE and PREPA, represented by Genera as its agent, executed the NGSPA for the supply of natural gas to the temporary generation units at the San Juan and Palo Seco Plants. Under Article V, Buyer nominates quantities through a Nomination and Delivery Schedule that becomes the binding “Monthly Schedule” and a “Weekly Programme,” and “the contracted quantity for such Day shall be the daily nomination for such Day of the Weekly Programme.” (NGSPA Arts. V.2, V.3.) Article VI.1 provides that if, for any reason other than Force Majeure, Excess Nominations, or reasons attributable to Buyer, “Seller fails to deliver to Buyer on any Day the scheduled quantity of Natural Gas for such Day in the Weekly Programme” (the “NG Deficiency”), Seller shall pay Buyer “an amount equal to (i) the NG Deficiency multiplied by (ii) the Diesel Contract Price for such month minus the Fuel Price for such month (the ‘Seller Shortfall Payment’).” (*Id.* Art. VI.1.) The NGSPA’s initial term began March 16, 2024 and, as extended by four amendments, expired on July 11, 2025. (*Id.* Art. III.1; Second, Third and Fourth Amendments.) A true and correct copy of the NGSPA was filed as Exhibit B and is incorporated by reference.

25. On July 12, 2025, P3A issued a formal Declaration of Energy Exigency. (Exigency Contract, Recital (H).) NFE and PREPA, through Genera, then executed the Exigency Contract dated July 17, 2025, which recites that NFE “is the sole entity contractually and physically capable of receiving and storing Natural Gas in the form of liquified natural gas (‘LNG’) and of providing LNG-related terminal and logistics services supporting the delivery of Natural Gas to the Mobile Units.” (*Id.*, Recital (I).) Shortfalls under the Exigency Contract “shall be remedied in accordance with the provisions of Article VI of the March 15, 2024 Agreement” (*id.* Art. VI), and “[t]he provisions of Articles XIII through XXXVIII of the March 15, 2024 Agreement shall apply to this Agreement as if set out herein in full.” (*Id.* Art. XIII.) The Exigency Contract was

extended through twenty amendments, each for a period of days, until 5:00 p.m. on December 5, 2025, one minute before the GSA's Supply Start Date. A true and correct copy of the Exigency Contract and its amendments was filed as Exhibit C and is incorporated by reference.

26. On December 4, 2025, NFE and PREPA, represented by Genera and subject to Section 22.13, executed the GSA, to which P3A is a party for purposes of Section 22.13. The GSA is described in Section H below. A true and correct copy of the GSA is attached as Exhibit M and is incorporated by reference.

B. NFE's Monopoly Position in the Puerto Rico LNG Market

27. NFE operates the only LNG receipt, regasification, and handling facility in the northern part of Puerto Rico. That facility, located at Wharves A and B of the Port of San Juan and known as the Micro-Fuel Handling Facility, is the sole point of entry for LNG destined to supply the San Juan generation facilities. The facility 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, or no vessel is at the pier, the supply of gas to the SJ 5&6 Units stops. As a result, NFE has been the only available source of LNG for the San Juan generation facilities, leaving PREPA and its operator without an alternative supply when NFE fails to deliver.

28. NFE's position was further entrenched when, in the competitive procurement process conducted by the 3PPO under RFP 3PPO-1125-17-MSIN, NFE's proposal was deemed non-compliant for the absence of the required bid bond and the untimely submission of other mandatory documents. Despite that determination, and given the absence of supply alternatives in the north of Puerto Rico, NFE continued as the sole supplier under successive contractual extensions and exigency arrangements.

C. The USCG Letter of Warning and the Loss of Ship-to-Ship Transfer Operations

29. On September 26, 2018, the USCG issued a Letter of Recommendation (“LOR”) after completing a maritime safety assessment under the Ports and Waterways Safety Act. The USCG determined that the waterways of the Port of San Juan toward Wharves A and B were suitable for the LNG traffic NFE had proposed in its Waterway Suitability Assessment (“WSA”), which described carriers of approximately 30,000 cubic meters. A true and correct copy of the 2018 LOR was filed as Exhibit D and is incorporated by reference.¹

30. On September 26, 2024, the USCG issued a Letter of Warning to NFE and a new LOR. The Letter of Warning found that vessels mooring alongside NFE’s Floating Storage Unit “are obstructing the waterway” in violation of 33 U.S.C. § 409 and ordered that “henceforward, your facility may not obstruct any portion of the navigable channel.” The 2024 LOR determined that “the waterway is not suitable for the applicant’s proposed LNG operation.” According to the 2024 LOR, the vessels NFE proposed in 2018 “had a shorter combined breadth, approximately 140 feet, and did not obstruct the navigable channel (currently set at 150 feet from the wharf) while moored side to side to conduct transfers,” and NFE “has expanded the vessels’ dimensions to sizes that are unsuitable for [the] waterway.” NFE’s operation obstructed the Army Terminal Turning Basin and the mouth of the Puerto Nuevo Channel. The width of the Army Terminal Channel, 350 feet, had been known to NFE since 2018, as documented in the WSA that NFE submitted to the USCG. True and correct copies of the Letter of Warning and the 2024 LOR were filed as Exhibit E and are incorporated by reference.

¹ The 2018 LOR package comprises the Letter of Recommendation and an accompanying LOR Analysis. The LOR Analysis is controlled as Sensitive Security Information under 49 C.F.R. Part 1520. The version filed as part of Exhibit D is the redacted version released by the USCG; the unredacted Analysis is not filed and will be made available to the Court and to authorized parties in a separate restricted filing if required.

31. On October 2, 2024, the USCG informed NFE that STS transfer operations for the vessel CNTIC VPOWER GLOBAL could proceed only if the Army Terminal Channel, the Army Terminal Turning Basin, and the Puerto Nuevo Channel were closed, with the written agreement of every affected port facility, a condition the USCG itself described as unsustainable. The USCG's determination that the waterway was unsuitable, its prohibition of any obstruction of the channel, and the conditions it imposed on October 2, 2024 ended NFE's STS transfer operations at its berth and prevented the discharge of LNG by that method.

32. The USCG's actions were the direct, foreseeable, and avoidable consequence of NFE's own decision to use vessels that obstructed the waterway. NFE had known since 2018 the dimensions of the channel and the parameters of the LOR, and it chose to employ larger vessels. The loss of STS operations was therefore a result attributable to NFE's own conduct, and not an event beyond its control.

D. NFE's Decision to Operate Without Storage

33. The USCG's decisions of September and October 2024 turned on the dimensions of the vessels NFE had chosen, not on a prohibition of ship-to-ship transfers as such. The 2024 LOR found the waterway unsuitable for "the applicant's proposed LNG operation" because NFE had expanded its vessels beyond the dimensions evaluated in 2018. (Exhibit E, emphasis ours) The USCG's letter of October 2, 2024 partially granted the transfer NFE had requested and identified, as an alternative, "unrestricted lightering operations" in the regulated area south of Ponce under 33 C.F.R. § 165.788, an operation that would have no impact on the Port of San Juan.

34. NFE did not restore a compliant transfer operation. Until October 2024, LNG carriers discharged by ship-to-ship transfer alongside NFE's Floating Storage Unit at the pier. (Exhibits

E, F.) On October 15, 2024, NFE announced instead that its “mitigation plan is to swap and alternate 30 thousand m3 LNG vessels instead of conducting STS operations.” (Exhibit F.) From that date, NFE adopted a model in which the vessel at the pier is the only reservoir of LNG for the San Juan generation facilities, so that every vessel exchange, mechanical fault, weather delay, or late arrival stops the supply of gas. NFE knew those consequences when it made that choice. They are the events NFE has since recorded as Force Majeure on its own invoices, including the pressure problems of its vessel, its vessel swaps, and the hours its vessel sat empty awaiting a replacement (paragraph 62), and the same condition allowed the interruption of September 16 through October 13, 2026 to begin, when NFE’s vessel ran out of LNG with no replacement at the pier.

35. NFE has had two years to correct that condition. Its submissions to the USCG after the 2024 LOR, including an amended follow-on WSA of December 19, 2024 and updated follow-on WSAs in 2025, sought approval for larger LNG carriers. (Civ. No. 25-1462, Dkt. 214-2 at 2, 4.) In the analysis supporting its Letter of Recommendation of January 12, 2026, the USCG recorded that NFE “has since refrained from conducting ship-to-ship transfers, although such offloading operations are possible with smaller vessels.” (*Id.* at 4.) Upon information and belief, NFE has not restored ship-to-ship operations, has not chartered a storage unit or carriers conforming to the dimensions the USCG evaluated, has not used the alternative the USCG identified, and has not installed any storage capability at its terminal. On October 2, 2026, the USCG advised NFE that “available evidence indicates that NFE has failed to comply with 33 CFR § 127.007(h)(2)-(3) on several occasions” (*id.*, Dkt. 427-2 at 1), and in September 2026 NFE had brought to San Juan a vessel whose dimensions exceeded those in its own WSA (paragraph 145(b)).

36. Upon information and belief, and as a reasonable inference from the facts alleged, NFE made, and has maintained, the economic decision that a storage capability at its terminal costs more than paying shortfall amounts, invoking Force Majeure, and litigating the resulting claims. The exclusive-remedy and limitation provisions of the earlier contracts made that calculation available to NFE, and under the GSA the \$40,000,000 limitation of Section 12.5 makes each further failure to deliver in Contract Year 2026 cost-free to NFE unless its exceptions apply. (Paragraph 89.) Put plainly, NFE has chosen to win economically at the expense of an essential public service, leaving the people of Puerto Rico to bear, in diesel costs, reduced generating capacity, and the risk of outages, the price of the storage NFE has decided not to pay for.

E. NFE's Force Majeure Claims Under the Earlier Contracts

37. On October 15, 2024, NFE issued a Notice of Force Majeure under the NGSPA, asserting that the USCG's action was an "unforeseen extraordinary act by a Governmental Authority." In the same notice, NFE represented: "We have been carrying out STS operations in the exact same way, at the exact same site within the port, including with this specific ship, for the past few years." (Exhibit F.) The 2024 LOR refutes that representation by documenting that NFE expanded the dimensions of its vessels. A true and correct copy of the October 15, 2024 notice was filed as Exhibit F and is incorporated by reference.

38. On October 24, 2024, NFE issued a second Notice of Force Majeure, citing dredging scheduled by the United States Army Corps of Engineers ("USACE") at the berth of its facility, which NFE represented would interrupt deliveries for 24 to 36 hours beginning October 27, 2024. On February 14, 2025, NFE issued a further notice stating that the October 2024 dredging had left a four-foot differential requiring remedial dredging and estimating an impact "from

February 15, 2025 through February 24, 2025.” The actual duration of the interruption was approximately ten days, four months after NFE’s original estimate of 24 to 36 hours. True and correct copies of the October 24, 2024 and February 14, 2025 notices are filed as Exhibits N and G, respectively, and are incorporated by reference.

39. On October 3, 2025, NFE issued a third Notice of Force Majeure under the Exigency Contract, citing a Temporary Restraining Order obtained by the San Juan Bay Pilots (the “Pilots”) in *Busto-Álvarez v. NFEnergia LLC*, Civ. No. 25-1462 (SCC) (D.P.R.), concerning the escort-rated tugboats required for the safe movement of LNG vessels. That litigation arose from NFE’s decision to discontinue the charter of the 80-metric-ton bollard-pull escort tugs it had been using and to substitute less capable tugs. Unlike the October 15, 2024 notice, which listed concrete mitigation actions, the October 3, 2025 notice states only that NFE is “taking all commercially reasonable efforts,” without identifying any measure. A true and correct copy of that notice was filed as Exhibit H and is incorporated by reference.

40. Each of the FSPA, the NGSPA, and the Exigency Contract defines Force Majeure as an event “that is not reasonably within [the affected Party’s] control, such Party having acted as a Reasonable and Prudent Operator and which effects could not be prevented or overcome by the exercise of due diligence.” (FSPA cl. 15.1; NGSPA Art. XI.1.) Each excludes the withdrawal of a permit or authorization “because the Party claiming Force Majeure failed to act as a Reasonable and Prudent Operator.” (FSPA cl. 15.2(d); NGSPA Art. XI.2(b).) Each requires the affected Party to “use commercially reasonable efforts (acting as a Reasonable and Prudent Operator) to resume as soon as possible full performance.” (FSPA cl. 15.3; NGSPA Art. XI.3.) Under Article 1058 of the Civil Code of 1930, 31 L.P.R.A. § 3022, and Article 1166 of the Civil

Code of 2020, 31 L.P.R.A. § 9318, no one is liable for events that could not be foreseen or that, having been foreseen, were inevitable; an event caused by the obligor's own conduct is neither.

41. NFE's Force Majeure claims under the earlier contracts fail because: (a) the events were foreseeable and within NFE's reasonable control; (b) they were caused by NFE's own operational decisions and regulatory non-compliance; (c) NFE did not act as a Reasonable and Prudent Operator; (d) NFE did not exercise due diligence to prevent or overcome the events; and (e) NFE did not use commercially reasonable efforts to resume performance.

F. Deficiencies and Damages Under the Earlier Contracts

42. From October 2024 through October 2025, NFE's accumulated delivery deficiencies under the three earlier contracts forced the San Juan and Palo Seco generation units to operate on diesel, at excess fuel costs totaling approximately \$55,326,573.87, as follows:

Contract	Deficiency period	Amount
NGSPA	October 2024 to July 2025	\$19,248,152.01
FSPA	October 2024 to October 2025	\$29,910,460.55
Exigency Contract	July 2025 to October 2025	\$6,167,961.31
Total		\$55,326,573.87

These figures are set out in the 3PPO's Comprehensive Report on LNG Supply Shortfalls dated November 17, 2025, which accompanied the Formal Notice of Contractual Claim of December 19, 2025, filed as Exhibit I. The three amounts total \$55,326,573.87. That total excludes the FSPA deficiencies from November 2025 through July 31, 2026 and excludes all amounts arising under the GSA. Under the NGSPA alone, the accumulated NG Deficiency from October 2024 through July 2025 was 4,133,858 MMBtu, with the single largest monthly deficiency, 1,369,668 MMBtu, in February 2025. (Exhibit I.)

43. In addition, NFE's own invoices under the FSPA record 105,316.30 MMBtu "Not Made Available due to FM" in June 2026 (Invoice No. 43913) and 400,696.93 MMBtu in July 2026 (Invoice No. 43924), the last month of the FSPA's term. PREPA claims the Back-up Fuel Cover Amount for those deficiencies and for every other deficiency under the FSPA from November 2025 through July 31, 2026.

G. NFE's Pattern of Conduct Under the Earlier Contracts

44. Throughout the relationship, NFE has engaged in a persistent pattern of conduct directed at delaying performance, evading responsibility, and keeping PREPA and its operator in a position of dependence and uncertainty, including the following.

45. Manipulation of contract extensions. The NGSPA permitted Buyer to extend its term for up to three additional one-year periods. (NGSPA Art. III.1.) Instead of a one-year extension, NFE agreed on March 15, 2025 to an extension of 100 days, to June 23, 2025, and then to progressively shorter extensions: four days (to June 27), twelve days (to July 9), and two days (to July 11, 2025). NFE then declined to execute a further amendment, leaving Puerto Rico without a binding LNG supply agreement from July 12 to July 17, 2025.

46. Unannounced and unjustified vessel departure. On July 12, 2025, the LNG vessel then serving as the only source of LNG for the San Juan temporary generation units departed the Port of San Juan without adequate prior notice, placing the Island's grid at immediate operational risk and prompting P3A's Declaration of Energy Exigency that day. The vessel returned to port only after the 3PPO issued formal notices and the Exigency Contract was executed.

47. Delay in the claim process. After the 3PPO's Formal Notice of Contractual Claim of December 19, 2025 (Exhibit I), NFE's first substantive response, on December 23, 2025, was to "respectfully disagree" and to propose a meeting for January 6 to 8, 2026. The meeting,

scheduled for January 9, 2026, was held on January 23, 2026. Following that meeting, NFE circulated on January 26, 2026 a Request for Information directed at the 3PPO rather than a substantive response, stating that “our position remains the same as expressed in our Force Majeure letters since October 2024.” On February 26, 2026 and March 20, 2026, in response to the 3PPO’s Second Formal Notice of February 24, 2026 and Third and Final Notice of March 18, 2026, NFE repeated that “the events described by the 3PPO constitute Force Majeure events, not shortfalls.” As of the filing of this pleading, NFE has not paid any of the amounts claimed and has not produced documentary substantiation of its Force Majeure claims.

H. The Gas Sales Agreement

48. The GSA is a seven-year supply agreement. Its Contract Period ends on the day before the seventh anniversary of the Supply Start Date, “and in any such event not later than December 4, 2032.” (GSA § 3.1.1.) The Supply Start Date was December 5, 2025, at 5:01 p.m. AST, for the San Juan and Palo Seco TM2500 turbines. (*Id.* § 3.2.) Upon the expiration of the FSPA on July 31, 2026, the GSA “automatically include[d] the San Juan Units 5 & 6 as a Delivery Point” as of August 1, 2026. (*Id.* § 3.4.) Each “Contract Year” is a calendar year, the first running from the Supply Start Date through December 31, 2025.

49. Section 4.4.1 provides: “Seller agrees to sell and deliver at the Delivery Points at the Hourly Rate a quantity of Gas per Month from the Supply Start Date to the end of the Contract Period equal to the Scheduled Monthly Quantity (and in aggregate, the ACQ), except as otherwise excused due to: (a) reasons attributable to Buyer (including any suspension by Seller of its obligations as permitted under Section 22.1.12 and quantities not taken by Buyer due to Force Majeure affecting Buyer); or (b) Force Majeure affecting Seller.” It continues: “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'." (*Id.* § 4.4.1.)

50. Section 4.4.2 requires Buyer, when Seller does not deliver, to "use reasonable efforts to procure an amount of Gas meeting the Gas Quality Specifications or Replacement Fuel from an alternative fuel source equal to the DoP Quantity on commercially reasonable terms, and Seller shall make payment to Buyer of an amount equal to the DoP Payment." (*Id.* § 4.4.2.) Section 4.4.3 provides that the DoP Payment "will be a liquidated damage in an amount equal to the DoP Quantity, multiplied by the positive difference of: (a) the actual, documented price paid by Buyer for the purchase of a replacement quantity of Replacement Fuel . . . or, in respect of any DoP Quantity for which a replacement quantity cannot be purchased, Replacement Fuel at the Replacement Fuel Market Price at such time at the Seller's originally scheduled destination; less (b) the Gas Price," plus Buyer's "actual, reasonable, and verifiable costs" of the failure, including transportation, less verifiable savings. "The DoP Payment will be made in full in accordance with the terms of this Agreement regardless of whether Buyer is able to consummate the purchase of a replacement quantity of Replacement Fuel." (*Id.* § 4.4.3.)

51. The Gas Price is 115% of the Henry Hub settlement price plus a fixed component of \$7.95 per MMBtu for the TM2500 units and \$6.50 per MMBtu for the SJ 5&6 Units. (*Id.* § 5.1.1.) The Replacement Fuel Market Price is the arithmetic mean of the prices for ultra-low sulfur diesel under Buyer's diesel fuel purchase contracts for the month.

52. Section 9.1.1 provides that “Buyer shall promptly render invoices for any amounts due from Seller to Buyer under this Agreement,” that “[a]ll amounts invoiced by Buyer (whether or not disputed) shall be paid by the Due Date,” and that disputed amounts later determined to be owed carry interest at the Interest Rate from the Due Date. (*Id.* § 9.1.1.) The Interest Rate is SOFR plus 300 basis points per annum. Under Sections 9.1.2 and 9.2.2, amounts unpaid twenty days after a Non-Payment Notice bear interest at the Interest Rate increased by five percent. (*Id.* §§ 9.1.2, 9.2.2.)

53. Section 10.1.1 required NFE to deliver, within five Business Days after the Supply Start Date, a payment and performance bond or standby letter of credit in the amount of \$10,000,000, issued by a surety or financial institution authorized in Puerto Rico, to “guarantee the full and faithful performance by Seller of its obligations under this Agreement, including payment of all sums due from Seller to Buyer (e.g., DoP Payments, credits, damages).” (*Id.* § 10.1.1.) Section 10.2.1 required NFE to provide, on or before the Supply Start Date, “a parent company guarantee from New Fortress Energy Inc.” (*Id.* § 10.2.1.) On June 15, 2026, in response to the 3PPO’s inquiry concerning the Chapter 15 proceedings of NFE affiliates, NFE confirmed that those proceedings “have no impact on the status of the Seller Guaranty” and that “[t]he Seller Performance Security remains in full force and effect.” (Exhibit O.)

54. Article 11 of the GSA excuses a Party’s non-performance only where it “is prevented, delayed or interfered with by an act, event or circumstance . . . that is not reasonably within its control, such Party having acted as a Reasonable and Prudent Operator and which effects could not be prevented or overcome by the exercise of due diligence (‘Force Majeure’).” (*Id.* § 11.1.) The enumerated events, including “breakdown or unavailability of port facilities or port services (including the channel, tugs or pilots),” qualify only “provided that the requirements set out in

the preceding paragraph are met.” (*Id.* § 11.1.4.) Section 11.2 excludes “events arising out of market decline, market failure, industry economic conditions, or general economic conditions” and “events arising out of the Party seeking to claim Force Majeure’s negligence or Willful Misconduct.” (*Id.* §§ 11.2.1, 11.2.3.) Section 11.3 requires the affected Party to “use commercially reasonable efforts (acting as a Reasonable and Prudent Operator) to resume as soon as possible full performance.” (*Id.* § 11.3.) Section 11.4 requires notice “as soon as reasonably practicable” describing the event, the obligations affected, “a bona-fide good faith estimate of when it shall be able to resume full performance,” and “the particulars of the programme to be implemented, if any, to resume full performance.” (*Id.* § 11.4.)

55. Article 12 addresses liability. Section 12.4.2 makes the DoP Payment and Buyer’s termination right under Section 17.1(v) “Buyer’s sole and exclusive remedies, and Seller’s sole and exclusive liabilities, for Seller’s unexcused failure to deliver Gas.” (*Id.* § 12.4.2.) Section 12.5 provides: “Except for (i) liabilities arising from a Party’s Willful Misconduct or fraud and (ii) Buyer’s obligation to pay the Gas Price, ToP Payment or ISO Container Delivery Fee, each Party’s liability to the other Party under this Agreement shall be limited to an amount equal to (A) two hundred million Dollars (US\$200,000,000) in the aggregate for the Contract Period, and (B) subject to the aggregate limitation set forth in clause (A), forty million Dollars (US\$40,000,000) each Contract Year. Notwithstanding anything to the contrary in this Agreement, the limitation of Seller’s liability shall not apply to any DoP Payment associated with any volume of Gas with respect to which, without excuse hereunder pursuant to Section 4.4.1, Seller willfully abandons any attempt to perform its obligation to supply Gas.” (*Id.* § 12.5.) “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, at 11.)

56. Section 17.1(iii) makes it a Buyer Termination Event “if any limitation on liability on the Seller is exhausted in any Contract Year.” (*Id.* § 17.1(iii), at 33.) Section 17.2(i) gives Seller a right to terminate for Buyer’s nonpayment only where the amount due exceeds \$30,000,000 and remains unpaid twenty Business Days after a Non-Payment Notice, subject to a further twenty-eight-day cure period. (*Id.* § 17.2(i), at 34.) The only suspension right the GSA gives Seller is Section 22.1.12, for a breach of Article 22 (Compliance with Law). (*Id.* § 22.1.12.) Section 22.2.1 provides that “[t]he rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.” (*Id.* § 22.2.1.)

57. Section 13.1(iv) contains each Party’s representation that, “apart from the matter of Elstrom [sic] et al. v. NFEnergia LLC, et al., 25-cv-1462 (D. Puerto Rico),” no pending proceeding could materially affect its ability to perform. (*Id.* § 13.1(iv), at 29.) NFE thus executed the GSA with knowledge of the Pilots’ litigation over tug requirements and vessel dimensions. Section 18.2.2 is NFE’s covenant that, “acting as a Reasonable and Prudent Operator, it shall operate and maintain . . . the Seller’s Facilities consistent with International LNG Terminal Standards so as to enable Seller to fulfill its obligations.” (*Id.* § 18.2.2.)

58. Section 22.12 provides: “22.12.1 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’). 22.12.2 Any Tolling Arrangements contemplated by this Section 22.12 will include compensation to Seller at a rate of \$0.50 per MMBtu of LNG delivered to Seller’s Facilities and be consistent with the

terms set forth in Schedule 5. 22.12.3 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; provided, however, that any LNG cargoes or volumes already contracted or scheduled for delivery under an existing Tolling Arrangement as of the date of such notice shall be completed in accordance with their terms so as not to interrupt a supply that has been committed. . . . 22.12.4 Any Tolling Arrangement entered into pursuant to this Section 22.12 shall survive termination of this Agreement and remain in full force and effect in accordance with its terms, and shall be treated as a separate and independent agreement for purposes of enforcement, performance, and remedies (including those available under the Bankruptcy Code)." (*Id.* § 22.12.)

59. Schedule 5, the Tolling Term Sheet, sets out the terms of the Definitive Tolling Agreement between NFE, as Terminal Operator, and the third-party supplier, as Terminal User: delivery at the flange connecting the Terminal User's vessel to the terminal (item 2); redelivery of regasified LNG at the metering stations serving the SJ 5&6 Units, the San Juan TM units, and the Palo Seco regasification equipment (items 3, 6); a fee of \$0.50 per MMBtu (item 5); all pilotage, port, and tug costs for the Terminal User's account (item 5); vessel vetting on "a good faith determination, following technical due diligence" (item 7); and development of the SJ Terminal Rules by the Terminal Operator "in parallel to negotiating the Definitive Tolling Agreement" (item 9). In item 12, "[t]he Parties agree to negotiate in good faith to finalize and execute a Definitive Tolling Agreement consistent with the terms set forth in this Tolling Term Sheet." Title to the LNG passes to PREPA at the delivery point under PREPA's contract with the Terminal User. (*Id.*, Sched. 5, n.1.)

60. Under Section 22.13, P3A “shall have the sole authority to enforce this Agreement against Seller.” (*Id.* § 22.13.) On February 27, 2026, Genera itself acknowledged in writing to the 3PPO that “[t]he tolling structure already provides a contractual mechanism for third-party LNG access in the event of non-performance or force majeure by NFE.”

I. GSA Shortfalls from December 2025 through August 2026

61. From the first month of the GSA, NFE failed to deliver the full Scheduled Monthly Quantities and attributed the shortfalls to Force Majeure on its own invoices. NFE’s invoices record the following volumes “Not Made Available due to FM”:

Month	Delivery Points	Invoice No.	Volume (MMBtu)	Gas Price
January 2026	Palo Seco and San Juan TM units	43866	23,578.00	\$13.3401
June 2026	Palo Seco and San Juan TM units	43915	57,586.46	\$11.4460
July 2026	Palo Seco and San Juan TM units	43926	246,379.73	\$11.6657
August 2026	SJ 5&6 Units	671139	439,196.80	\$9.634
August 2026	Palo Seco and San Juan TM units	671140	74,010.46	\$11.0838

Upon information and belief, NFE’s invoices for December 2025 and February through May 2026 record further volumes not made available, including 40,771 MMBtu in December 2025, 26,963 MMBtu in February 2026, 267,414.31 MMBtu in March 2026, 193,905 MMBtu in April 2026, and 33,277.52 MMBtu in May 2026. True and correct copies of the invoices in PREPA’s possession are attached as Exhibit P and are incorporated by reference.

62. The events NFE characterized as Force Majeure on those invoices were, in the main, the ordinary incidents of its own operation. The August 2026 invoice for the SJ 5&6 Units attributes 97.65 of its 140.05 Force Majeure hours to “Energos Maria Cargo Tank Pressure Issues,” a condition of NFE’s own vessel, and the remaining hours to two vessel swaps. (Exhibit P, Invoice No. 671139.) The July 2026 invoice counts as Force Majeure the hours beginning July

18, 2026 while “Awaiting Energos Maria Outbound 7/19,” that is, hours during which NFE’s vessel had run out of cargo before its scheduled replacement. (Exhibit P, Invoice No. 43926.)

63. On March 4, 2026, NFE gave notice of Force Majeure under the FSPA and the GSA because a third-party tug and barge were moored at the Army Terminal and the Pilots rescheduled the vessel swap for March 8, citing heavy inbound traffic. On July 23, 2026, NFE gave two further notices of Force Majeure: one attributing reduced sendout from July 10 through July 18, 2026 to “elevated cargo tank pressures resulting from environmental conditions, including sustained high ambient temperatures and dry air conditions” aboard the Energos Maria, and the other attributing the delayed inbound movement of the Energos Princess to wind and to an obstructed range light. In the first of those notices NFE acknowledged that its own projections indicated the terminal’s “available LNG inventory would be depleted by July 18,” before the vessel exchange it had scheduled for July 19. In a complaint NFE filed with the Pilotage Commission on July 21, 2026, NFE stated that the supply available at the terminal was exhausted on July 17, 2026, and described its operation as depending on a continuous cycle in which one supply vessel remains berthed while discharging and is relieved by the next before the inventory is exhausted. The same tank-pressure condition recurred aboard the Energos Maria from August 18 through August 20, 2026, during which NFE requested that the SJ 5&6 Units be switched to diesel and stopped terminal sendout.

64. On August 24, 2026, in response to the 3PPO’s inquiry about the restructuring of NFE’s affiliates, NFE wrote: “NFE has consistently and reliably provided all nominated gas quantities since the Agreement commenced.” (Exhibit Q.) NFE’s own invoices for January, June, and July 2026, each issued before that letter, record the contrary.

J. The Amur River Interruption, September 16 to October 13, 2026

65. NFE has historically served its San Juan terminal with two vessels, the Energos Princess and the Energos Maria, which alternate at the pier. In 2026 NFE sent the Energos Maria to drydock for what NFE described as “routine maintenance, as is standard for any oceangoing vessel,” and chartered the LNG carrier Amur River to replace it. (Exhibit R.) The Amur River has a length overall of 288.18 meters and a beam of 44.24 meters. The USCG’s LOR of January 12, 2026 for NFE’s terminal presumed that the dimensions of calling vessels would remain equal to or less than those in NFE’s WSA, with a maximum beam of 43.40 meters and a maximum length of 287.55 meters, and that no change would be made unless the Captain of the Port concurred in writing. NFE did not seek the Captain of the Port’s written concurrence before committing the Amur River to the September 2026 supply cycle.

66. NFE’s own terminal updates to Genera show that the September interruption was built into NFE’s schedule. On September 12, 2026, NFE reported a vessel inventory of 25,571 cubic meters aboard the Energos Princess, an “Estimated Gas Completion” of September 17, 2026 at 00:01, and the Amur River’s arrival at 10:30 that day. On September 13, NFE moved the Amur River’s arrival to September 18 at 09:00 while keeping the gas completion estimate at September 17 at 00:01. On September 15, with 6,060 cubic meters remaining, NFE repeated the same schedule. NFE thus planned for the terminal to run out of gas more than a day before the replacement vessel was to arrive, and it gave Buyer no notice under Section 4.4.1 of the resulting failure to deliver.

67. On September 16, 2026, at approximately 9:34 a.m., NFE advised Genera that the Energos Princess had approximately 300 cubic meters of LNG remaining and requested an immediate fuel swap. San Juan Unit 6 switched to diesel at 10:50 a.m. and San Juan Unit 5 at 12:43 p.m., and NFE shut down terminal sendout at 12:45 p.m. From that moment NFE

delivered no gas to the SJ 5&6 Units. Three San Juan TM units continued on gas from ISO containers through mobile regasification; the remaining San Juan and Palo Seco units operated on diesel. The fact of the matter is that NFE had already failed to deliver LNG before the Amur River situation arose.

68. The Amur River arrived off San Juan on or about September 18, 2026. On September 17, 2026, the Pilots filed an emergency motion in Civil No. 25-1462 seeking information about the vessel's dimensions and conditions for its safe entry, and on September 18, 2026 the court entered an interim order that no LNG vessel other than the Energos Maria and the Energos Princess move within the Port of San Juan pending its ruling. Both events postdate the cessation of supply on September 16.

69. On September 21, 2026, NFE sent two notices under Section 11.4 of the GSA, each stating that NFE "considers may lead it to claim Force Majeure relief under Section 11.1." The first attributed the interruption to the court's September 18 order concerning the Amur River. The second attributed it to the cancellation of the Energos Princess's outbound maneuver on September 17 for weather and on September 18 for a generator failure aboard an assisting tug, and stated that NFE had been unable to deliver gas "since September 17, 2026." Neither notice gave the estimate of resumption or the program to resume performance that Section 11.4 requires, and neither addressed the fact that supply had stopped on September 16. By those notices NFE invoked Force Majeure for the interruption and reserved the right to claim relief "for the duration of this event." True and correct copies of the notices are attached as Exhibit S and are incorporated by reference.

70. On September 24, 2026, the court in Civil No. 25-1462 found that NFE "has continued to stall proceedings by refusing to provide this critical information" about whether the

Amur River fit the berth pocket; that the Pilots “have not refused to perform the maneuver at issue”; that “the main issue as to this condition is Defendant NFEnergia’s refusal to pay for the standby tugs”; and, asking what was stopping NFE from paying for the standby tugs, that “[o]nly Defendant NFEnergia knows the answer to this question.” (Civ. No. 25-1462, Dkt. 373 at 5-7.) The court ordered NFE to show cause why it should not be sanctioned “for its lack of candor.” The court also noted that NFE’s counsel had represented in November 2025 that “the infrastructure on the terminal is tailormade to the current vessel.” (*Id.* at 7 n.3.)

71. On September 23, 2026, NFE wrote to the 3PPO that it “stands ready, willing, and able to deliver LNG,” that the Pilots’ standby-tug condition was “an unacceptable condition,” that “NFE has no objection to the use of standby tugs, it only objects to be forced to bear the costs of such tugs,” and that “the only thing preventing the Amur River from entering San Juan Harbor right now is a condition by the pilots (payment) that has nothing to do with safely navigating the Amur River to and from its berth.” NFE stated that its contract price was \$9.76 per MMBtu against a diesel price of \$34.03 per MMBtu, and that the cargo aboard the Amur River “represents . . . \$28.2mm in savings against diesel.” (Exhibit T.) On September 25, 2026, NFE wrote that “[s]tandby tugs have historically been used when the Energos Princess and Energos Maria are in the harbor, but NFE has not borne that cost,” and that “[t]he dispute with the Pilots is a financial matter, not a safety one.” (Exhibit R.)

72. On September 26, 2026, NFE informed the court in Civil No. 25-1462 that the Amur River, low on provisions, had been diverted to Santo Domingo, Dominican Republic. (Civ. No. 25-1462, Dkt. 385 ¶¶ 3-5.) On October 1, 2026, the court ordered that “two standby tugs shall be on station” whenever another vessel transits the Army Terminal Turning Basin while the Amur River is moored, that “Defendant NFEnergia shall arrange and pay for the standby tugs,”

and that the vessel's maneuvers be performed only in wind of ten knots or less. (*Id.*, Dkt. 420 ¶¶ 5, 7.) On October 2, 2026, the USCG Captain of the Port advised NFE that the Amur River's specifications "are beyond the scope of the Waterway Suitability Assessment (WSA) submitted by NFE in 2025," that its use "has not been contemplated or evaluated by my office," and that "available evidence indicates that NFE has failed to comply with 33 CFR § 127.007(h)(2)-(3) on several occasions." (*Id.*, Dkt. 427-2 at 1.)

73. On September 30, 2026, the Puerto Rico Energy Bureau, in Case No. NEPR-MI-2020-0001, ordered PREPA to retain within the electric system \$17,649,888.46 otherwise payable to NFE, pending the contractual evaluation of amounts that may be deducted, set off, or withheld for NFE's supply deficiencies. On October 2, 2026, the day after the court in Civil No. 25-1462 resolved the standby-tug condition, NFE wrote to P3A, the Energy Bureau, and the 3PPO that "NFE has performed all obligations under the GSAs while also experiencing various Force Majeure events," that "NFE is unable to commit any LNG to Puerto Rico moving forward," and that for NFE "to recommence LNG supply to Puerto Rico two things must happen": the Energy Bureau "must rescind or amend the Order," and "NFE requires PREPA to explicitly confirm that it will pay outstanding balances." (Exhibit U.) Neither condition appears in the GSA. Nothing in the GSA allows NFE to withhold delivery under any circumstance; by withholding it, NFE willfully abandoned its obligation to supply Gas.

74. On October 5, 2026, NFE wrote to P3A and the 3PPO that the Pilots dispute "has now been resolved" and that, "[i]f PREPA confirms that it will pay for gas delivered pursuant to the terms of the GSA without adjustment, NFE is prepared to bring the AMUR RIVER to the terminal to deliver its cargo." (Exhibit V.) On October 5, 2026, PREPA's Interim Executive Director answered that PREPA "has always complied with its payment obligations under the

GSA” and “will pay NFE’s Invoices as Article 9 of the GSA requires.” On October 6, 2026, NFE replied that, “before NFE agrees to bring in the AMUR RIVER it requires a clear and unequivocal commitment from PREPA that it will pay for all gas delivered, and all other outstanding invoiced amounts, without any offset, netting, or other deduction,” and that PREPA “will not contend that failure by NFE to offset invoiced amounts for the increased costs of diesel or over-nominations constitutes a ‘manifest error’ in an invoice under the GSA.” (Exhibit W.) On October 4, 2026, the Energy Bureau had already clarified that its order did not authorize an indiscriminate withholding of payments, and it described the conditioning of fuel supply on the payment dispute as an imprudent position.

75. On October 12, 2026, the Pilots boarded the Amur River and declined to bring her in because the wind exceeded ten knots. On October 13, 2026, the Amur River entered San Juan Bay and moored at NFE’s terminal, twenty-seven days after supply to the SJ 5&6 Units stopped. NFE has not given Buyer the written notice of its ability to resume deliveries that Section 22.12.3 requires.

76. The circumstances of the interruption were not Force Majeure under Article 11 of the GSA. The gap between the exhaustion of the Energos Princess and the arrival of the Amur River was NFE’s own schedule. The substitution of a vessel exceeding the dimensions in NFE’s WSA, without the Captain of the Port’s concurrence, was NFE’s own decision, made with knowledge of the pending Pilots litigation (GSA § 13.1(iv)). Standby tugs were available; NFE refused to pay for them. From October 2 to October 13, NFE withheld a loaded cargo to extract payment commitments the GSA does not contain. None of these events was beyond NFE’s reasonable control, none was the conduct of a Reasonable and Prudent Operator, and a refusal to incur a cost is an economic condition excluded by Section 11.2.1 and conduct excluded by Section 11.2.3.

K. Activation of the Tolling Arrangements and NFE's Refusal

77. On September 18, 2026, the 3PPO, in coordination with Genera, sent NFE a Formal Notice and Request for Written Clarification reserving Buyer's rights under Sections 4.4 and 22.12 and putting NFE on notice that, should it be unable to deliver gas, "Buyer and Genera expect Seller to promptly activate the Tolling Arrangements contemplated by Section 22.12." (Exhibit X.) NFE did not respond by the September 23 deadline the notice set.

78. On September 22, 2026, the 3PPO, on behalf of P3A, gave NFE formal notice "that the circumstances contemplated in Section 22.12.1(A) have occurred," rejected NFE's September 21 notices as Force Majeure, and requested that NFE (a) confirm its readiness to proceed with Tolling Arrangements consistent with Section 22.12 and Schedule 5; (b) identify the operational, nomination, berthing, measurement, and title-transfer protocols applicable to third-party LNG; (c) confirm the availability of the terminal, pipelines, ISO containers, and trucking assets needed to receive, store, regasify, and redeliver third-party LNG; and (d) designate an authorized representative available on a 24-hour basis. (Exhibit Y.) The letter advised that a third-party supplier was available to deliver LNG by truck immediately and by vessel within weeks.

79. On September 23, 2026, NFE responded that it "believes it premature to consider tolling of Seller's Facilities," and provided none of the requested confirmations. (Exhibit T.) On September 25, 2026, the 3PPO restated the outstanding items and requested completion within 24 hours. (Exhibit Z.) NFE answered the same day that the 3PPO's letter "represents a misunderstanding of the situation at hand" and again provided none of the confirmations. (Exhibit R.) Later on September 25, the 3PPO asked NFE to confirm by September 28 that it would cooperate with the Tolling Arrangements, including access by a third-party LNG vessel to

the San Juan facility and the Palo Seco regasification equipment. (Exhibit AA.) NFE did not do so.

80. On October 2, 2026, the 3PPO notified NFE that DoP Quantities had accrued since September 16, that NFE's refusal to commit LNG implicated Section 12.5, and that NFE's continuing failure to deliver maintained the condition of Section 22.12.1(A). (Exhibit BB.) On October 5 and October 9, 2026, the 3PPO served formal demands for information by courier under Section 19.1.4, including whether NFE's October 2 letter was a refusal of performance, the contractual basis for any claimed right to withhold deliveries, the Force Majeure particulars required by Section 11.4, and the status of the Fast LNG production facility that NFE Parent had announced was offline. (Exhibits CC, DD.) NFE did not respond to either demand.

81. As of the filing of this pleading, NFE has not (a) confirmed that its facilities are available for Tolling Arrangements; (b) provided any protocol, terminal rule, or vessel vetting criterion; (c) designated a contact for implementation; or (d) proposed or negotiated a Definitive Tolling Agreement. NFE had taken the opposite position as early as June 15, 2026, when it wrote that "NFEnergia has not failed to deliver Gas and therefore has no obligation to enter into any Tolling Arrangements under Section 22.12." (Exhibit O.)

L. Proceedings in Civil No. 26-1621

82. On September 28, 2026, PREPA, through P3A and the 3PPO, filed *PREPA v. NFEnergia LLC*, Civ. No. 26-1621 (MAJ) (D.P.R.), seeking declaratory and injunctive relief to enforce Section 22.12 of the GSA during the interruption, and moved for a temporary restraining order. On October 2, 2026, the court denied the motion without prejudice. It held that "the compromised reliability of Puerto Rico's electrical grid plainly constitutes irreparable harm," but found that, because the Amur River was then scheduled to enter port on October 4, PREPA had

not shown that the requested relief would bring third-party LNG before NFE's own cargo arrived. (Civ. No. 26-1621, Dkt. 18 at 5-6.) PREPA renewed its motion on October 4, 2026 after NFE's letter of October 2. On October 13, 2026, the morning of the scheduled hearing, the Amur River moored at NFE's terminal. The court denied the renewed motion, finding that "PREPA has shown a strong likelihood of success on the merits based on filings and evidence before the Court," but that with the vessel moored PREPA could not show that tolling would deliver third-party LNG before NFE's. (*Id.*, Dkt. 48.) PREPA thereafter dismissed that action without prejudice under Rule 41(a)(1)(A)(i), and brings the claims under the GSA in this action, in which the claims under the three earlier agreements were already pending.

M. Damages Under the GSA

83. NFE's explanation for the timing of the Amur River's entry does not survive its own exhibits. In Civil No. 26-1621, NFE asked the court to deny PREPA's renewed motion as moot and attributed its change of course to a resolution of the Energy Bureau of October 10, 2026, which NFE said "clarified the regulatory payment issue underlying the continued interruption." (Civ. No. 26-1621, Dkt. 46 at 1-3.) That resolution changed nothing. The Energy Bureau "REAFFIRMS" its orders of September 30 and October 4, 2026, and the language NFE asked the Bureau to confirm, that its directive does not authorize an indiscriminate withholding of payments or replace the pertinent contractual procedures, had been in the October 4 order since October 4. (*Id.*, Dkt. 46-1 ¶¶ 4-6; Dkt. 46-2 at 1.) PREPA, for its part, had told NFE in writing on October 5 that it "will pay NFE's Invoices as Article 9 of the GSA requires." NFE had the Bureau's clarification and PREPA's confirmation in hand on October 6, when it wrote that it still would not bring in the Amur River without a commitment to pay "without any offset, netting, or other deduction." (Exhibit W.) What changed between October 6 and October 13 was not the law

or PREPA’s position. It was the approach of the hearing. NFE filed its request with the Energy Bureau on October 10, the day after PREPA’s reply argued that any resumption would be voluntary cessation (*id.*, Dkt. 40 at 16-17; Dkt. 46-1 at 1), obtained the resolution the same day, and brought the vessel in on the morning of the day set for the hearing. NFE conceded that “[t]he clarification was requested by NFE and concerned the same commercial disagreement.” (*Id.*, Dkt. 46 at 7.) NFE reserved every position it had taken while withholding supply (*id.*, Dkt. 46-1 ¶ 2), and announced that it “may assert future bona fide contractual objections . . . including whether tolling triggers have been satisfied, whether proposed terms conform to Schedule 5, and whether safety or operational requirements have been met.” (*Id.*, Dkt. 46 at 9.) Compliance timed to the eve of a hearing, with every position reserved, is the conduct the Supreme Court warned courts to “beware of”: “efforts to defeat injunctive relief by protestations of repentance and reform, especially when abandonment seems timed to anticipate suit, and there is probability of resumption.” *United States v. Or. State Med. Soc’y*, 343 U.S. 326, 333 (1952). The payment justification was a pretext; the entry of the Amur River on October 13 was a litigation maneuver designed to avoid the hearing, not a change in NFE’s conduct.

84. The DoP Payments accrued under the GSA before the September 2026 interruption, valued at the difference between the prevailing price of ultra-low sulfur diesel and the applicable Gas Price on the DoP Quantities recorded on NFE’s own invoices and nominations, are as follows, by Contract Year:

Contract Year	Month	DoP Quantity (MMBtu)	DoP Payment
2025	December 5-31, 2025	40,771.00	\$146,748
2026	January 2026	23,578.00	\$72,943
2026	February 2026	26,963.00	\$164,187
2026	March 2026	267,414.31	\$4,636,582

Contract Year	Month	DoP Quantity (MMBtu)	DoP Payment
2026	April 2026	193,905.00	\$3,468,814
2026	May 2026	33,277.52	\$584,202
2026	June 2026	57,586.46	\$766,277
2026	July 2026	246,379.73	\$4,142,430
2026	August 2026	513,207.26	to be determined

The amounts for January, June, and July 2026 (\$4,981,650) rest on the volumes and Gas Prices stated on NFE's invoices; the amounts for December 2025 and February through May 2026 are presently estimated from NFE's nominations and the Gas Price formula of Section 5.1.1. The DoP Payment for Contract Year 2025 (December 5 through 31, 2025) is \$146,748. The DoP Payments for Contract Year 2026 through July 2026 total \$13,835,435. The DoP Payment for August 2026, on the 513,207.26 MMBtu that NFE's invoices record as not made available, is in an amount to be determined. All of these amounts are subject to adjustment to the actual documented price of Replacement Fuel purchased by Buyer, or the Replacement Fuel Market Price, under Section 4.4.3.

85. For the interruption of September 16 through October 13, 2026, Genera has certified under oath that the additional cost of running the SJ 5&6 Units, the Palo Seco Mobile Pacs, and the San Juan and Palo Seco TM2500 units on diesel rather than natural gas "exceeds \$18,000,000 for the period between September 16, 2026, and September 30, 2026." (Exhibit EE.) At that rate the excess cost through October 12, 2026 is approximately \$32,000,000. NFE itself valued the cargo it withheld at "\$28.2mm in savings against diesel." (Exhibit T.) The September Nomination and Delivery Schedule nominated 69,888 MMBtu per day for the SJ 5&6 Units alone. PREPA will prove the DoP Quantity and DoP Payment for the interruption at trial; they are presently estimated at approximately \$32,000,000. That estimate is a provisional

computation of the DoP Payment under Section 4.4.3, that is, the price of the Replacement Fuel actually purchased by Buyer, or the Replacement Fuel Market Price, less the Gas Price, applied to the quantity of Gas not delivered, together with the actual, reasonable, and verifiable costs that Section 4.4.3 includes and less the savings it deducts. It is not a separate or duplicative recovery of the same excess fuel expense.

86. The DoP Payments owed for Contract Year 2026 therefore total approximately \$45,800,000 before August is counted: \$13,835,435 for January through July 2026, plus approximately \$32,000,000 for September 16 through October 13, 2026. They exceed the \$40,000,000 limit of Section 12.5 for that Contract Year by approximately \$5,800,000, without the August amount. The \$146,748 for December 2025 belongs to Contract Year 2025 and is subject to the separate limit for that Contract Year. NFE's shortfalls under the GSA are continuing, and PREPA claims all DoP Payments that have accrued and that accrue through the date of judgment, together with interest at the Interest Rate under Sections 9.1.1 and 9.2.2.

N. The Interruptions Will Recur, and the Cap Rewards Them

87. The conditions that produced each interruption since 2024 remain in place. NFE's terminal is the only point of entry for LNG in northern Puerto Rico. It has no storage, a condition NFE chose in October 2024 and has maintained since (paragraphs 33 through 35); the vessel at the pier is the reservoir, and every vessel exchange, mechanical fault, weather cancellation, or scheduling gap stops the supply of gas to the SJ 5&6 Units and the Palo Seco units. The Energos Maria remains in drydock. The Amur River may be berthed and unberthed only in wind of ten knots or less (Civ. No. 25-1462, Dkt. 420 ¶ 7), a condition that prevented her entry on October 12, 2026. The USCG has advised that her use "may require reconsideration" of the LOR. The Pilots litigation remains pending. NFE Parent's Fast LNG production facility, a source of the

LNG supplied under the GSA, went offline in early October 2026, and NFE has not answered the 3PPO's demands for information about it.

88. The payment dispute that NFE used to withhold a loaded cargo in October 2026 is also still live. The Energy Bureau's orders of September 30 and October 4, 2026 apply prospectively to amounts that may be deducted or set off for NFE's deficiencies; PREPA has accrued DoP Payments that it is entitled to invoice and, upon resolution, to credit or offset under Section 9.1; and NFE has never withdrawn its demand to be paid "without any offset, netting, or other deduction."² In Civil No. 26-1621, NFE told the court that it "may assert future bona fide contractual objections . . . including whether tolling triggers have been satisfied, whether proposed terms conform to Schedule 5, and whether safety or operational requirements have been met," and that a "future equipment failure, new payment dispute, or materially different regulatory order would require its own factual and legal assessment." (Civ. No. 26-1621, Dkt. 46 at 8-9.)

89. Section 12.5 caps NFE's liability for Contract Year 2026 at \$40,000,000, and the DoP Payments already accrued for 2026 exceed that amount. Unless the exceptions in Section 12.5 apply, each further failure to deliver during the remainder of 2026 would carry no additional DoP exposure for NFE. NFE knows the cap. It has characterized every shortfall since December 2025 as Force Majeure, including the pressure problems of its own vessel and its own scheduled vessel swaps, and in October 2026 it withheld a loaded cargo from a terminal it controls to obtain

² On October 9, 2026, the Energy Bureau fined Genera \$25,000 for failing to timely produce the nominations, billing, and payment records for the natural gas supplied by NFE, denied Genera's request for more time, and ordered certified production by October 13, 2026; it also directed PREPA to produce the records in its own custody. *See* Negociado de Energía impone multa de \$25,000 a Genera PR por incumplir orden de entregar documentos, *El Nuevo Día* (Oct. 9, 2026), <https://www.elnuevodia.com/noticias/locales/notas/negociado-de-energia-impone-multa-de-25000-a-genera-pr-por-incumplir-orden-de-entregar-documentos/>.

payment terms the GSA does not provide. Upon information and belief, and as a reasonable inference from that conduct, NFE does not intend to perform its DoP obligations beyond the cap and will treat future failures to deliver as cost-free.

90. Each day the SJ 5&6 Units run on diesel costs PREPA, and ultimately Puerto Rico's ratepayers, more than one million dollars in excess fuel cost, and diesel operation reduces the units' efficiency, reduces available capacity by approximately ten percent, accelerates wear, and increases the risk of forced outages. The court in Civil No. 26-1621 has held that "the compromised reliability of Puerto Rico's electrical grid plainly constitutes irreparable harm." (Civ. No. 26-1621, Dkt. 18 at 5.) PREPA expressly reserves the right to seek a temporary restraining order and preliminary injunction under Rule 65 in this action upon NFE's next failure to deliver gas as required under Section 4.4.1 or its next declaration of Force Majeure.

O. Satisfaction of Conditions Precedent

91. PREPA and its operating agent have performed all obligations incumbent upon them under the FSPA, the NGSPA, the Exigency Contract, and the GSA, including the acceptance of all gas actually delivered, the payment of all amounts invoiced, cooperation with NFE's operational requirements, and the provision of access to the receiving facilities. To the extent any obligation was not performed, PREPA was excused by NFE's own acts or omissions. PREPA has paid NFE's invoices as Article 9 of the GSA requires and has so confirmed to NFE in writing.

92. All conditions precedent to this action have occurred, have been performed, or have been waived or excused. Under the earlier contracts, PREPA gave the Formal Notice of Contractual Claim of December 19, 2025 and the follow-up notices of February 24 and March 18, 2026, and participated in the meetings NFE requested. Under the GSA, the dispute has been

documented in writing since September 18, 2026; it was escalated to the executive level in the correspondence of September 25 through October 6, 2026 between NFE, P3A's Executive Director, and PREPA's Interim Executive Director; and NFE itself stated on October 5, 2026 that the GSA "requires good faith negotiation and, if the dispute is not resolved, litigation." In the alternative, any further negotiation step was excused by NFE's refusal to perform, by its conditioning of performance on terms outside the GSA, and by the urgency of the interruption, for which Section 21.4 of the GSA preserves recourse to the courts.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

BREACH OF CONTRACT: NGSPA

93. Plaintiff realleges and incorporates by reference paragraphs 1 through 92 as if fully set forth herein.

94. The NGSPA, executed on March 15, 2024, is a valid, binding, and enforceable contract under Puerto Rico law. Under Article 1233 of the Civil Code of Puerto Rico of 2020, 31 L.P.R.A. § 9754, what the parties agreed has the force of law between them. Under Articles V.2 and V.3, NFE was obligated to deliver, on each Day, the quantity of natural gas nominated in the Weekly Programme, and under Article VI.1 any NG Deficiency not excused by Force Majeure, Excess Nominations, or reasons attributable to Buyer obligates NFE to pay the Seller Shortfall Payment, equal to the NG Deficiency multiplied by the difference between the Diesel Contract Price and the Fuel Price for the month.

95. NFE materially breached the NGSPA by failing to deliver the scheduled quantities of natural gas from October 2024 through July 2025, resulting in an accumulated NG Deficiency of 4,133,858 MMBtu over ten consecutive months.

96. The Force Majeure defense NFE invoked does not excuse the breach. The events NFE cited were within its reasonable control, were caused by its own operational decisions and regulatory non-compliance, and did not satisfy the requirements of Articles XI.1 and XI.2(b) of the NGSPA or of Article 1166 of the Civil Code of 2020, 31 L.P.R.A. § 9318.

97. As a direct result, NFE owes PREPA Seller Shortfall Payments in an amount approximately NINETEEN MILLION TWO HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS AND ONE CENT (\$19,248,152.01), together with interest under Article IX.12 of the NGSPA and Articles 1167 and 1169 of the Civil Code of 2020, 31 L.P.R.A. §§ 9331, 9333.

98. New Fortress Energy Inc., by the Parent Company Guarantee attached as Exhibit C to the NGSPA, “absolutely, unconditionally and irrevocably” guaranteed the payment of all amounts owed by NFE to PREPA under the NGSPA, and is liable for them according to that guarantee; Atlantic Energy Holdings LLC and New Fortress are further liable, in the alternative, as part of the single entity under common control alleged in paragraph 20.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, on the First Cause of Action in an amount approximately \$19,248,152.01, plus interest, costs, and such further relief as the Court deems just.

SECOND CAUSE OF ACTION

BREACH OF CONTRACT: FSPA

99. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

100. The FSPA, executed on March 5, 2019, is a valid, binding, and enforceable contract governed by the Civil Code of Puerto Rico of 1930. Under Article 1044 of that Code, 31

L.P.R.A. § 2994, “[o]bligations arising from contracts have legal force between the contracting parties, and must be fulfilled in accordance with their stipulations.” Under Clause 9.1, NFE was obligated to deliver the quantities of natural gas scheduled in each Binding Monthly Schedule and, for any Natural Gas Deficiency not excused under that clause, to make available the Back-up Fuel Quantity or pay the Back-up Fuel Cover Amount.

101. NFE materially breached the FSPA by failing to deliver the scheduled quantities from October 2024 through October 2025, and again from November 2025 through July 31, 2026, when the FSPA expired, including the 105,316.30 MMBtu and 400,696.93 MMBtu that NFE’s own invoices for June and July 2026 record as not made available. NFE neither made available the Back-up Fuel Quantity nor paid the Back-up Fuel Cover Amount.

102. NFE’s Force Majeure defense does not excuse the breach, for the reasons stated above and because the events cited do not satisfy Clauses 15.1 and 15.2(d) of the FSPA or Article 1058 of the Civil Code of 1930, 31 L.P.R.A. § 3022.

103. As a direct result, under Articles 1054 and 1059 of the Civil Code of 1930, 31 L.P.R.A. §§ 3018, 3023, NFE owes PREPA the Back-up Fuel Cover Amounts for October 2024 through October 2025 in an amount approximately TWENTY-NINE MILLION NINE HUNDRED TEN THOUSAND FOUR HUNDRED SIXTY DOLLARS AND FIFTY-FIVE CENTS (\$29,910,460.55), and for November 2025 through July 2026, together with interest under Clause 13.9 of the FSPA and Article 1061 of the Civil Code of 1930, 31 L.P.R.A. § 3025.

104. Atlantic Energy Holdings LLC, as Seller’s Parent, guaranteed payment of the amounts due under Article IX of the FSPA pursuant to Clause 13.11 and Exhibit I of the FSPA, and is liable for them according to that guaranty; New Fortress Energy Inc. and Atlantic are

further liable, in the alternative, as part of the single entity under common control alleged in paragraph 20.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, on the Second Cause of Action in an amount approximately \$29,910,460.55, plus the Back-up Fuel Cover Amounts for November 2025 through July 2026, plus interest and costs.

THIRD CAUSE OF ACTION

BREACH OF CONTRACT: EXIGENCY CONTRACT

105. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

106. The Exigency Contract, dated July 17, 2025 and extended through twenty amendments to December 5, 2025, is a valid, binding, and enforceable contract under Puerto Rico law. It incorporates Article VI of the NGSPA, so that any NG Deficiency not excused obligates NFE to pay the Seller Shortfall Payment.

107. NFE materially breached the Exigency Contract by failing to deliver the scheduled quantities of natural gas from July 2025 through October 2025. Its Force Majeure defense fails for the reasons stated above, including that the October 3, 2025 notice invoked a tug dispute of NFE's own making and identified no mitigation measure.

108. As a direct result, NFE owes PREPA Seller Shortfall Payments in an amount approximately SIX MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS AND THIRTY-ONE CENTS (\$6,167,961.31), together with interest. The Exigency Contract continued, without interruption, the supply relationship of the NGSPA, on the NGSPA's price, invoicing, and shortfall terms; to the extent the Parent Company Guarantee, which extends to any "renewal, extension" of or "supplement to" the

NGSPA (Exhibit B at 58), reaches the Exigency Contract, New Fortress Energy Inc. is liable for those amounts under it. New Fortress and Atlantic Energy Holdings LLC are liable, in the alternative, as part of the single entity under common control alleged in paragraph 20.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, on the Third Cause of Action in an amount approximately \$6,167,961.31, plus interest and costs.

FOURTH CAUSE OF ACTION

DECLARATORY JUDGMENT: INVALIDITY OF THE FORCE MAJEURE CLAIMS UNDER THE FSPA, THE NGSPA, AND THE EXIGENCY CONTRACT

109. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

110. An actual, substantial, and justiciable controversy exists between the parties regarding the validity of NFE's Force Majeure claims of October 15, 2024, October 24, 2024, February 14, 2025, and October 3, 2025, and of every other Force Majeure characterization NFE has applied to its shortfalls under the FSPA through July 31, 2026. NFE maintains that each shortfall was excused; PREPA maintains that none was.

111. Plaintiff requests a declaratory judgment, under 28 U.S.C. §§ 2201 and 2202, that: (a) the USCG's actions of September 26 and October 2, 2024 and the resulting loss of ship-to-ship transfer operations do not constitute Force Majeure, because they were caused by NFE's own regulatory non-compliance, NFE did not act as a Reasonable and Prudent Operator, and NFE has not, in the two years since, restored ship-to-ship operations or any storage capability at its terminal (paragraphs 33 through 35); (b) the USACE dredging of October 2024 and February 2025 does not constitute Force Majeure, because of its foreseeability, NFE's misstatement of its duration, and NFE's failure to mitigate; (c) the Pilots' temporary restraining order of September 2025 does not constitute Force Majeure, because it arose from NFE's own decision to

discontinue the escort tugs it had been using; (d) the vessel conditions, scheduling gaps, and vessel swaps NFE recorded as Force Majeure on its FSPA invoices for June and July 2026 do not constitute Force Majeure; (e) NFE bears the burden of proving each element of Force Majeure and has not satisfied it; and (f) NFE's payment obligations under the three contracts are neither suspended nor extinguished and are fully enforceable.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a declaratory judgment as set forth above, together with costs.

FIFTH CAUSE OF ACTION

BREACH OF THE DUTY TO MITIGATE AND TO RESUME PERFORMANCE

112. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

113. PREPA pleads the failures described in this Cause of Action as breaches of express contractual covenants and, in the alternative, as facts that defeat NFE's Force Majeure defenses and increase the amounts recoverable under the First, Second, Third, and Eighth Causes of Action. Under Clause 15.3 of the FSPA, Article XI.3 of the NGSPA (incorporated in the Exigency Contract), and Section 11.3 of the GSA, even where Force Majeure is established, the affected Party "shall use commercially reasonable efforts (acting as a Reasonable and Prudent Operator) to resume as soon as possible full performance of its obligations." Under Clause 15.4, Article XI.4, and Section 11.4, the affected Party must give a good-faith estimate of when it will resume performance and the particulars of the program to do so, and must update that notice at reasonable intervals.

114. That obligation also follows from the duty of good faith in the performance of obligations, under Article 1210 of the Civil Code of 1930, 31 L.P.R.A. § 3375, for the FSPA,

and Articles 15 and 1062 of the Civil Code of 2020, 31 L.P.R.A. §§ 5334, 8983, for the later contracts.

115. NFE failed to perform that obligation, including by: (a) failing to procure vessels conforming to the dimensions the USCG had evaluated; (b) failing to resolve its regulatory compliance matters with the USCG, which on October 2, 2026 advised NFE that “available evidence indicates that NFE has failed to comply with 33 CFR § 127.007(h)(2)-(3) on several occasions”; (c) discontinuing the escort tugs that the Pilots and the USCG required and refusing to pay for standby tugs; (d) scheduling vessel exchanges that left the terminal without LNG; (e) giving Force Majeure notices without the resumption estimates and programs the contracts require; (f) refusing to enter into Tolling Arrangements under the GSA; (g) withholding a loaded cargo from October 2 through October 13, 2026; and (h) failing, since October 2024, to restore ship-to-ship operations or to secure any storage capability at its terminal (paragraphs 33 through 35).

116. NFE’s failure to mitigate independently defeats its Force Majeure defenses and renders it liable for all amounts and damages resulting from its shortfalls.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, on the Fifth Cause of Action for all damages resulting from NFE’s breaches, plus interest and costs.

SIXTH CAUSE OF ACTION

WILLFUL BREACH OF CONTRACT (DOLO): FSPA, NGSPA, AND EXIGENCY CONTRACT

117. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

118. Under Article 1055 of the Civil Code of 1930, 31 L.P.R.A. § 3019, which governs the FSPA, “[l]iability arising from fraud is demandable in all obligations. The renunciation of the

action to enforce it is void.” Under Article 1060, 31 L.P.R.A. § 3024, “[i]n case of fraud, the debtor shall be liable for all those [losses and damages] which clearly may originate from the nonfulfillment of the obligation.” Under Article 1164 of the Civil Code of 2020, 31 L.P.R.A. § 9316, which governs the NGSPA and the Exigency Contract, dolo consists of the deliberate and bad-faith breach of the obligation, liability for dolo is demandable in all obligations, and the waiver of the action to enforce it is void. Under Article 1168, 31 L.P.R.A. § 9332, in case of dolo the debtor is liable for all damages that derive from the breach.

119. NFE’s breaches of the FSPA, the NGSPA, and the Exigency Contract were deliberate and in bad faith, as shown by: (a) its expansion of its vessels beyond the dimensions the USCG had evaluated, with knowledge of the channel limits since 2018, and its representation in October 2024 that it had been operating “in the exact same way . . . for the past few years”; (b) its characterization as Force Majeure of events caused by its own conduct, including the loss of ship-to-ship operations and the tug dispute, and its misstatement of the duration of the dredging; (c) its progressive shortening of the NGSPA extensions and refusal of a further extension in July 2025, leaving Puerto Rico without a supply agreement; (d) the departure of its vessel on July 12, 2025 without adequate notice; (e) its refusal, from December 2025 to the present, to pay any part of the amounts claimed or to substantiate its Force Majeure claims, while shifting the burden to the 3PPO through requests for information; (f) its systematic use of its position as sole supplier to impose terms while failing to perform; and (g) its decision, in October 2024, to replace transfers to its Floating Storage Unit with the alternation of vessels without storage, and its failure in the two years since to restore any storage capability, knowing that every vessel exchange, delay, or mechanical fault would stop the supply of gas (paragraphs 33 through 35),

made, as alleged in paragraph 36, because it calculated that storage would cost more than the contractual consequences of non-delivery.

120. PREPA does not rely on nonperformance alone to plead dolo. It relies on the deliberate acts, representations, and omissions identified in the preceding paragraph, undertaken with knowledge that they would prevent performance or conceal NFE's responsibility for the resulting deficiencies. Because NFE's breaches were committed with dolo, the exclusive-remedy and limitation provisions of the three contracts, including FSPA Clauses 9.1, 11.5, and 16.5 and NGSPA Articles VI.1, VIII.4, and XII.5, cannot limit NFE's liability, and NFE is liable for all damages that derive from its breaches, including the excess fuel costs, the costs of emergency procurement and transportation of replacement fuel, the costs of regulatory compliance and oversight occasioned by the breaches, and the accelerated wear and additional maintenance of PREPA's generation units.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, on the Sixth Cause of Action for all damages derived from NFE's willful breaches, plus interest and costs.

SEVENTH CAUSE OF ACTION

CONTRACTUAL AND DEFAULT INTEREST

121. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

122. Each contract fixes the interest payable on overdue amounts: the FSPA at "the rate of the Prime Rate plus 200 basis points percentage rate per annum" (FSPA cl. 13.9); the NGSPA, and through it the Exigency Contract, at "the rate of the Prime Rate percentage rate per annum" (NGSPA Art. IX.12); and the GSA at the Interest Rate of SOFR plus 300 basis points, increased

by five percent for amounts unpaid twenty days after a Non-Payment Notice (GSA §§ 9.1.2, 9.2.2).

123. Under Article 1061 of the Civil Code of 1930, 31 L.P.R.A. § 3025, and Article 1169 of the Civil Code of 2020, 31 L.P.R.A. § 9333, when an obligation consists of the payment of a sum of money and the debtor is in default, the indemnity for damages consists of the agreed interest and, absent agreement, the legal interest. NFE has been in default since the date each shortfall payment became due and remains in default.

124. PREPA is entitled to interest on all amounts owed at the contractual rates from the due date of each obligation until full payment, and, to the extent any amount is found not to carry an agreed rate, at the legal rate. This Cause of Action is pleaded as relief ancillary to the First, Second, Third, and Eighth Causes of Action and not as a duplicative independent recovery.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court award interest against Defendants, jointly and severally, on all amounts owed as set forth above.

EIGHTH CAUSE OF ACTION

BREACH OF THE GSA AND COLLECTION OF DELIVER-OR-PAY PAYMENTS

125. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

126. The GSA is a valid, binding, and enforceable contract under Puerto Rico law. Under Section 4.4.1, NFE is obligated to deliver the Scheduled Monthly Quantity at the Delivery Points at the Hourly Rate, and to notify Buyer in advance of any failure to do so. Under Sections 4.4.2 and 4.4.3, every DoP Quantity obligates NFE to pay the DoP Payment as a liquidated damage, “regardless of whether Buyer is able to consummate the purchase of a replacement quantity of Replacement Fuel.”

127. NFE breached Section 4.4.1 in every month from December 2025 through October 2026 by failing to make available the Scheduled Monthly Quantities, including the volumes recorded on its own invoices as “Not Made Available due to FM” and the entire Scheduled Monthly Quantity for the SJ 5&6 Units from September 16 through October 13, 2026. NFE also breached Section 4.4.1 by failing to notify Buyer in advance of the failure to deliver that its own schedule of September 12 to 15, 2026 made certain.

128. None of those failures was excused. The events NFE characterized as Force Majeure were conditions of its own vessels, its own scheduling of vessel exchanges, port traffic, a vessel of its own choosing that exceeded the dimensions in its Waterway Suitability Assessment, its refusal to pay for standby tugs, and its decision to withhold a loaded cargo over a payment dispute. None satisfies Section 11.1; each is excluded by Sections 11.2.1 or 11.2.3; and the GSA grants NFE no right to suspend deliveries for a payment dispute (§§ 17.2(i), 22.1.12).

129. NFE has not paid any DoP Payment. The DoP Payments owed are, for Contract Year 2025, \$146,748 for December 5 through 31, 2025; and, for Contract Year 2026, approximately \$4,981,650 for January, June, and July 2026, presently estimated at \$8,853,785 for February through May 2026, in an amount to be determined for August 2026, and presently estimated at approximately \$32,000,000 for September 16 through October 13, 2026, all as set out in paragraphs 84 through 86 and to be computed under the measure of Section 4.4.3. In the aggregate, and without the DoP Payment for August 2026, which remains to be determined, the DoP Payments for Contract Year 2026 presently total approximately \$45,800,000. The DoP Payments for September 16 through October 13, 2026 fall within the exceptions of Section 12.5, as alleged in the Eleventh Cause of Action.

130. NFE's breach is continuing. The GSA runs through December 4, 2032, and NFE's failures to deliver recur with each vessel exchange and each incident of the kind described above. PREPA claims in this action every DoP Payment that has accrued and that accrues through the date of judgment, without the need for further amendment of this pleading, together with interest at the Interest Rate under Sections 9.1.1 and 9.2.2.

131. New Fortress Energy Inc., as Seller Guarantor under Section 10.2.1 of the GSA, guaranteed NFE's obligations under the GSA and is liable for the DoP Payments and interest owed according to the Seller Guaranty; New Fortress and Atlantic are further liable, in the alternative, as part of the single entity under common control alleged in paragraph 20.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, on the Eighth Cause of Action for all DoP Payments accrued through the date of judgment, including \$146,748 for Contract Year 2025, approximately \$45,800,000 for Contract Year 2026 through October 13, 2026, the DoP Payment for August 2026 in an amount to be determined, and all DoP Payments accruing thereafter, plus interest at the Interest Rate and costs.

NINTH CAUSE OF ACTION

BREACH OF SECTION 22.12 OF THE GSA AND SPECIFIC PERFORMANCE

132. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

133. Section 22.12.1 is a binding obligation: if NFE "(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." Both conditions occurred: NFE failed to deliver gas as required from September 16, 2026, and on September 21, 2026 it invoked Force Majeure for that failure. Each further failure to deliver re-

triggers the obligation. PREPA seeks immediate performance of the obligations that Section 22.12 and Schedule 5 already fix, namely access, cooperation, information, vessel vetting, development of the SJ Terminal Rules, and good-faith negotiation, and asks the Court to resolve only those disputed terms that are necessary to give effect to the tolling framework the parties agreed.

134. By Schedule 5, item 12, NFE agreed “to negotiate in good faith to finalize and execute a Definitive Tolling Agreement consistent with the terms set forth in this Tolling Term Sheet,” and by item 9 to develop the SJ Terminal Rules “in parallel to negotiating the Definitive Tolling Agreement.” Under Article 1235 of the Civil Code of 2020, 31 L.P.R.A. § 9756, by a preliminary contract the parties bind themselves to enter into a future contract, and if the party called upon refuses, the court may require performance. Under Articles 1271 and 1272, 31 L.P.R.A. §§ 9881, 9882, negotiations must be conducted with loyalty and good faith, including the duty to cooperate in the formation of the contract and to obtain and provide relevant information, and breaking off negotiations suddenly or arbitrarily, or conducting them without seriousness, breaches that duty.

135. NFE’s obligation to make its facilities available and to negotiate the Tolling Arrangements is an obligation to do, within Articles 1077 and 1080 of the Civil Code of 2020, 31 L.P.R.A. §§ 9012, 9015, which the Court may order performed at the obligor’s cost, and it is not a personal obligation within Article 1079, 31 L.P.R.A. § 9014, because the quality and circumstances of NFE as a person were not what Buyer bargained for. It is a commercial obligation NFE assumed in exchange for a seven-year supply position, compensated at \$0.50 per MMBtu, with all port and tug costs for the Terminal User’s account.

136. NFE breached Section 22.12 and Schedule 5 by refusing to confirm the availability of its facilities, to provide its protocols and vetting criteria, to designate a contact, or to negotiate, and by declaring the obligation “premature” while its own failure to deliver continued. NFE’s refusal was not in good faith: it was coupled with a demand that PREPA accept payment conditions outside the GSA before NFE would deliver its own gas.

137. Section 12.4.2 does not displace Section 22.12. Section 12.4.2 addresses damages for unexcused non-delivery; Section 22.12 is a distinct obligation to permit third-party supply, which Section 22.12.4 makes “a separate and independent agreement for purposes of enforcement, performance, and remedies,” and Section 22.2.1 makes the GSA’s remedies “cumulative and not exclusive of any rights or remedies provided by law.” Under Articles 353 and 356 of the Civil Code of 2020, 31 L.P.R.A. §§ 6341, 6344, a juridical act is interpreted so that it produces effects, and its clauses are interpreted by means of one another, giving the appropriate meaning to the whole.

138. PREPA has no adequate remedy at law for this breach. Tolling is the only means by which third-party LNG can reach the SJ 5&6 Units; the preparatory steps take time and must be in place before the next interruption; and the harm from interrupted supply, as the court in Civil No. 26-1621 found, is irreparable.

139. PREPA is entitled to an order requiring NFE to perform Section 22.12 and Schedule 5 by doing what the 3PPO’s Formal Activation of September 22, 2026 (Exhibit Y) asked of it and NFE has refused to do: (a) confirm in writing its readiness to proceed with Tolling Arrangements consistent with Section 22.12 and Schedule 5; (b) identify the operational, nomination, berthing, measurement, and title-transfer protocols applicable to third-party LNG delivered to Seller’s Facilities, together with the vessel compatibility and vetting criteria NFE

applies at its terminal, and develop the SJ Terminal Rules; (c) confirm the availability of the San Juan LNG Terminal, associated pipelines, ISO Containers, and trucking assets needed to receive, store, regasify, and redeliver third-party LNG; (d) designate an authorized commercial and operations contact available on a 24-hour basis; (e) deliver a written implementation plan identifying the first reasonably available window for receipt of third-party LNG at Seller's Facilities, the anticipated volumes by Delivery Point, any known operational constraints, and the treatment of the \$0.50 per MMBtu compensation under Section 22.12.2; (f) conduct in good faith, within a period fixed by the Court, the vetting and compatibility review of any Terminal User vessel identified by Buyer; (g) negotiate in good faith, on a schedule fixed by the Court, a Definitive Tolling Agreement consistent with Schedule 5; and (h) refrain from conditioning access to its facilities on the payment of any amount under the GSA, on any action of the Energy Bureau, or on any condition not stated in Section 22.12 or Schedule 5, without prejudice to the vessel vetting that Schedule 5, item 7, provides on "a good faith determination, following technical due diligence." Upon adjudication, PREPA is further entitled to an order that NFE execute a Definitive Tolling Agreement consistent with Schedule 5, with any disputed term resolved by the Court.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants on the Ninth Cause of Action ordering the specific performance described above, and awarding costs.

TENTH CAUSE OF ACTION

DECLARATORY JUDGMENT: THE GSA

140. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

141. An actual and continuing controversy exists between PREPA and NFE regarding their rights and obligations under the GSA. NFE has stated that it will contest, upon the next interruption, “whether tolling triggers have been satisfied, whether proposed terms conform to Schedule 5, and whether safety or operational requirements have been met.” NFE has not withdrawn its demand to be paid without offset or deduction as a condition of delivery. The DoP Payments for Contract Year 2026 exceed the cap of Section 12.5, and NFE disputes that any exception applies. The GSA runs through December 4, 2032. A declaration now will govern the parties’ conduct at the next failure to deliver and the measure of NFE’s liability, and will avoid the repetition of emergency litigation that ends before it can be decided.

142. Plaintiff requests a declaratory judgment, under 28 U.S.C. §§ 2201 and 2202, that:

- (a) The obligation of Section 22.12.1 arises upon each failure by NFE to deliver gas as and when required under Section 4.4.1, and independently upon each notice by NFE under Section 11.4 or other invocation of Force Majeure, and arose on September 16 and September 21, 2026;
- (b) NFE’s obligation to enter into Tolling Arrangements consistent with Schedule 5, and to negotiate a Definitive Tolling Agreement in good faith, is present and unconditional, is not displaced by Section 12.4.2, and is not extinguished by NFE’s resumption of deliveries, which under Section 22.12.3 requires written notice to Buyer and operates “without prejudice to any of Buyer’s rights or remedies”;
- (c) The circumstances of the interruption of September 16 through October 13, 2026 did not constitute Force Majeure under Article 11 of the GSA, and the DoP Quantities for that period are not excused;
- (d) The GSA grants NFE no right to suspend, condition, or withhold deliveries of gas, or access to its facilities, on account of any payment dispute, any order of the Energy Bureau, or any condition not stated in the GSA, and NFE’s demands of October 2, 5, and 6, 2026 were breaches of the GSA;
- (e) NFE’s refusal to enter into Tolling Arrangements bars NFE from asserting that Buyer failed to mitigate under Section 4.4.2 for any period in which that refusal continued;
- (f) NFE’s conduct during the interruption of September 16 through October 13, 2026 constitutes Willful Misconduct within the meaning of the GSA, and NFE willfully abandoned any attempt to perform its obligation to supply gas from October 2 through October 13, 2026, so that the limitation of liability in Section 12.5 does not apply to the DoP Payments and other liabilities arising from that conduct; and
- (g) PREPA’s DoP Payments and other amounts due from NFE may be invoiced under Section 9.1.1 and, upon resolution, credited or offset against amounts payable to NFE under Section 9.1.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a declaratory judgment as set forth above, together with costs.

ELEVENTH CAUSE OF ACTION

WILLFUL MISCONDUCT AND DOLO UNDER THE GSA

143. Plaintiff realleges and incorporates by reference paragraphs 1 through 92.

144. 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.” Section 12.5 excludes from the limitation of liability “liabilities arising from a Party’s Willful Misconduct or fraud” and “any DoP Payment associated with any volume of Gas with respect to which, without excuse hereunder pursuant to Section 4.4.1, Seller willfully abandons any attempt to perform its obligation to supply Gas.” Independently, under Articles 1164 and 1168 of the Civil Code of 2020, 31 L.P.R.A. §§ 9316, 9332, liability for dolo is demandable in all obligations, cannot be waived in advance, and extends to all damages deriving from the breach.

145. NFE’s conduct under the GSA was done willfully or deliberately, or with reckless disregard for or wanton indifference to its foreseeable and harmful consequences, in that NFE: (a) scheduled the exhaustion of the Energos Princess for September 17, 2026 and the arrival of its replacement for September 18, knowing that its terminal has no storage and that the gap would stop the supply of gas to the SJ 5&6 Units, and gave Buyer no advance notice; (b) chose as the replacement a vessel whose dimensions exceeded those in its own Waterway Suitability Assessment, without the Captain of the Port’s concurrence and with knowledge of the pending Pilots litigation it had carved out of its representations in Section 13.1(iv); (c) refused to pay for standby tugs that it acknowledged had historically been used when the Energos Princess and

Energos Maria were in the harbor, and so kept a loaded cargo from entering port, while itself valuing the cost to ratepayers at \$28.2 million; (d) led the court in Civil No. 25-1462 to state that it was “under the impression that Defendant NFEnergia has purposefully stalled the disclosure of critical information as a tactic to gain time,” and to order NFE to show cause why it should not be sanctioned “for its lack of candor”; (e) on October 2, 2026, one day after that court resolved the tug condition, declared that it was “unable to commit any LNG to Puerto Rico moving forward” unless conditions outside the GSA were met, and maintained that position on October 5 and 6 while the cargo remained undelivered; (f) characterized its own vessel’s mechanical conditions, its own vessel swaps, and port traffic as Force Majeure on its invoices, and then represented to the 3PPO that it had “consistently and reliably provided all nominated gas quantities”; (g) refused to enter into or prepare for Tolling Arrangements that would have restored supply, calling a clause triggered by its own failure “premature”; and (h) omitted, before and throughout the term of the GSA, to restore ship-to-ship operations or to secure any storage capability at its terminal, knowing that without storage every vessel exchange, pressure problem, or scheduling gap would stop the supply of gas (paragraphs 33 through 35), and did so, as alleged in paragraph 36, because it calculated that storage would cost more than the contractual consequences of non-delivery.

146. NFE knew the foreseeable and harmful consequences of that conduct: that the SJ 5&6 Units and the TM2500 units would run on diesel at a cost exceeding one million dollars per day, with reduced capacity and increased risk of outages, in a grid under a declared state of energy emergency, and whose compromised reliability a federal court had found to constitute irreparable harm.

147. The two exceptions of Section 12.5 apply as follows. (a) Willful Misconduct: the conduct described in paragraph 145, from the scheduling of the inventory gap on September 16, 2026 through the entry of the Amur River on October 13, 2026, was done willfully or deliberately, or with reckless disregard for or wanton indifference to its foreseeable and harmful consequences, and every liability arising from it, including the DoP Payments for the entire interruption of September 16 through October 13, 2026, is excluded from the limitation of Section 12.5. (b) Willful abandonment: from October 2 through October 13, 2026, with a loaded replacement cargo available, the standby-tug condition resolved, and PREPA's written confirmation that it would pay under Article 9 in hand, NFE declared that it was "unable to commit any LNG to Puerto Rico moving forward" and refused to bring the vessel to the terminal unless PREPA accepted payment terms the GSA does not contain; for that period NFE, "without excuse hereunder pursuant to Section 4.4.1," willfully abandoned any attempt to perform its obligation to supply Gas, and the DoP Payments associated with the volumes not supplied in that period are excluded from the limitation on that independent ground. (c) The shortfalls of December 2025 through August 2026 arose from the same operating model. NFE's own records tie them to the absence of storage: in March 2026, NFE attributed the interruption to a vessel swap the Pilots rescheduled to March 8 because of port traffic (paragraph 63); in June 2026, NFE attributed its Force Majeure hours to the vessel swap from the Energos Maria to the Energos Princess of June 24 through 27 (Exhibit P, Invoice No. 43915); in July 2026, NFE's vessel ran out of LNG before its scheduled replacement (paragraphs 62, 63); and in August 2026, NFE attributed its Force Majeure hours to the cargo tank pressure problems of the Energos Maria and to two vessel swaps (paragraph 62). Each of those interruptions occurred because the vessel at the pier was the only reservoir of LNG, the condition NFE chose and maintained (paragraphs 33

through 36). For December 2025 and January, February, April, and May 2026, the particulars of the events NFE invoked are in NFE's possession: PREPA does not have NFE's invoices for December 2025 or February through May 2026 (paragraph 61), and NFE's January 2026 invoice states no cause for the hours it records as Force Majeure (Exhibit P, Invoice No. 43866). Upon information and belief, those shortfalls arose from the same vessel conditions, exchanges, and scheduling gaps. The omission described in paragraph 145(h), together with the pattern of conduct alleged above, was omitted to be done willfully or deliberately, or with reckless disregard for or wanton indifference to its foreseeable and harmful consequences, and the DoP Payments for those shortfalls are excluded from the limitation of Section 12.5.

148. Upon information and belief, and as a reasonable inference from the conduct alleged, NFE acted with knowledge that the DoP Payments for Contract Year 2026 had reached or would reach the \$40,000,000 limit of Section 12.5, and with indifference to the consequences of further non-delivery because, absent the exceptions in Section 12.5, that non-delivery would carry no further DoP exposure.

149. By reason of NFE's Willful Misconduct and dolo, the limitation of liability in Section 12.5 does not apply, the exclusive-remedy provisions of Sections 12.2 through 12.4 cannot shield NFE under Article 1164, and NFE is liable for the full DoP Payments for Contract Year 2026 and for all damages deriving from its breaches of the GSA. New Fortress Energy Inc., as Seller Guarantor, is liable for the amounts so owed according to the Seller Guaranty, and New Fortress and Atlantic Energy Holdings LLC are liable, in the alternative, as part of the single entity under common control alleged in paragraph 20.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendants, jointly and severally, on the Eleventh Cause of Action for all DoP Payments

and damages deriving from NFE's willful breaches of the GSA, without application of the limitation of Section 12.5, plus interest and costs.

VI. DAMAGES

150. As a direct, proximate, and foreseeable result of Defendants' actions, omissions, and breaches, Plaintiff has suffered and continues to suffer the following categories of compensable damages:

- (a) The shortfall amounts owed under the three earlier agreements for October 2024 through October 2025, that is, the Back-up Fuel Cover Amounts under Article IX of the FSPA (\$29,910,460.55), the Seller Shortfall Payments under Article VI of the NGSPA (\$19,248,152.01), and the Seller Shortfall Payments under Article VI of the Exigency Contract (\$6,167,961.31), totaling approximately FIFTY-FIVE MILLION THREE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS AND EIGHTY-SEVEN CENTS (\$55,326,573.87);
- (b) The Back-up Fuel Cover Amounts under Article IX of the FSPA for the later period of November 2025 through July 31, 2026, which are not included in the figure in subparagraph (a);
- (c) DoP Payments under the GSA of \$146,748 for Contract Year 2025 and approximately \$45,800,000 for Contract Year 2026 through October 13, 2026, plus the DoP Payment for August 2026 in an amount to be determined and all DoP Payments accruing through the date of judgment;
- (d) Contractual interest on each of the foregoing amounts from its due date until full payment, at the rates stated in Clause 13.9 of the FSPA, Article IX.12 of the NGSPA, and Sections 9.1.1, 9.1.2, and 9.2.2 of the GSA, and, where no rate is agreed, legal interest under Article 1061 of the Civil Code of 1930 and Article 1169 of the Civil Code of 2020;
- (e) By reason of NFE's dolo under the FSPA, the NGSPA, and the Exigency Contract, and its Willful Misconduct and dolo under the GSA, all damages deriving from its breaches, including the excess fuel costs not captured by the contractual formulas, the costs of emergency procurement, transportation, storage, and handling of replacement fuel, the costs of regulatory compliance, governmental reporting, and oversight occasioned by the breaches, and the accelerated wear and additional maintenance of PREPA's generation units;
- (f) Costs of suit; and

- (g) Any other relief that this Honorable Court, in the exercise of its discretion and equity, deems just and appropriate under the circumstances of the case.

VII. JURY DEMAND

Plaintiff demands trial by jury of all causes of action so triable.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff the Puerto Rico Electric Power Authority, through the Puerto Rico Public-Private Partnerships Authority and the Third-Party Procurement Office, administered by Regulatory Compliance Services, Corp., respectfully requests that this Honorable Court:

A. Enter judgment against Defendants, jointly and severally, for the shortfall amounts owed under the FSPA, the NGSPA, and the Exigency Contract for October 2024 through October 2025 in an amount approximately \$55,326,573.87, plus the Back-up Fuel Cover Amounts under the FSPA for November 2025 through July 31, 2026;

B. Enter judgment against Defendants, jointly and severally, for all DoP Payments owed under the GSA through the date of judgment, including \$146,748 for Contract Year 2025, approximately \$45,800,000 for Contract Year 2026 through October 13, 2026, the DoP Payment for August 2026 in an amount to be determined, and all DoP Payments accruing thereafter, without application of the limitation of liability in Section 12.5 of the GSA;

C. Enter a declaratory judgment, under 28 U.S.C. §§ 2201 and 2202, as requested in the Fourth and Tenth Causes of Action;

D. Order NFE to perform Section 22.12 and Schedule 5 of the GSA by completing each of the measures requested in the 3PPO's Formal Activation of Tolling Arrangements of September 22, 2026 (Exhibit Y), as set out in the Ninth Cause of Action, and retain jurisdiction to enforce that order and to grant such temporary, preliminary, and permanent injunctive relief

under Rule 65 as may be required upon any further failure by NFE to deliver gas as required under Section 4.4.1 of the GSA or any further declaration of Force Majeure;

E. Award all damages deriving from NFE's dolo and Willful Misconduct as requested in the Sixth and Eleventh Causes of Action;

F. Award interest on all amounts owed at the contractual rates, and otherwise at the legal rate, from the due date of each obligation until full payment;

G. Award Plaintiff its costs, and, upon a finding that Defendants have acted with obstinacy or temerity (temeridad) in the defense of this action, attorney's fees under Rule 44.1(d) of the Puerto Rico Rules of Civil Procedure; and

H. Grant such other and further relief as the Court deems just and proper.

I HEREBY CERTIFY that on this date I filed this pleading through the CM/ECF system of the Court, which will send notification of such filing to all counsel of record.

RESPECTFULLY SUBMITTED, in San Juan, Puerto Rico, this 19th day of October, 2026.

s/ Max Pérez-Bouret
Lcdo. Max Pérez-Bouret
USDC-PR Bar No. 222612
Calle O'Neill G-14, Suite A
San Juan, PR 00918
Tel. (787) 922-8818
Email: maxperezbouret@lexmaxpr.com
Counsel for Plaintiff PREPA by designation of
3PPO

LIST OF EXHIBITS

Exhibits A through L were filed with the original complaint at Docket Entry No. 2. All exhibits, A through EE, are filed with this pleading as separate attachments, each bearing its exhibit letter and page number, and are incorporated herein by reference.

Exhibit A: Fuel Sale and Purchase Agreement (March 5, 2019), including the form of Parent Limited Payment Guarantee at its Exhibit I

Exhibit B: Natural Gas Sale and Purchase Agreement (March 15, 2024), including the Parent Company Guarantee of New Fortress Energy Inc. at its Exhibit C (pages 57 through 63)

Exhibit C: Energy Exigency Short-Term Natural Gas Sale and Purchase Agreement (July 17, 2025) and Amendments

Exhibit D: USCG Letter of Recommendation (September 26, 2018), with the publicly released redacted version of the accompanying LOR Analysis

Exhibit E: USCG Letter of Warning and Letter of Recommendation (September 26, 2024)

Exhibit F: NFE Notice of Force Majeure, USCG and STS Operations (October 15, 2024)

Exhibit G: NFE Notice of Force Majeure, USACE Dredging (February 14, 2025)

Exhibit H: NFE Notice of Force Majeure, Pilots' Temporary Restraining Order (October 3, 2025)

Exhibit I: 3PPO Formal Notice of Contractual Claim (December 19, 2025), with the Comprehensive Report on LNG Supply Shortfalls (November 17, 2025)

Exhibit J: Professional Services Agreement between P3A and RECOMS (July 24, 2025)

Exhibit K: Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement (January 24, 2023)

Exhibit L: PREPA Consent for 3PPO Representation and Claims Enforcement (December 19, 2025)

Exhibit M: Gas Sales Agreement, OCPR No. 2026-G00097 (December 4, 2025), with Schedule 5

Exhibit N: NFE Notice of Force Majeure, USACE Dredging (October 24, 2024)

Exhibit O: NFE letter to the 3PPO regarding Chapter 15 proceedings (June 15, 2026)

Exhibit P: NFE invoices under the GSA and the FSPA for January, June, July, and August 2026

Exhibit Q: NFE letter to the 3PPO (August 24, 2026)

Exhibit R: NFE letter to the 3PPO and P3A (September 25, 2026)

Exhibit S: NFE notices under Section 11.4 of the GSA (September 21, 2026)

Exhibit T: NFE letter to the 3PPO (September 23, 2026)

Exhibit U: NFE letter to P3A, the Energy Bureau, and the 3PPO (October 2, 2026)

Exhibit V: NFE letter to P3A and the 3PPO (October 5, 2026)

Exhibit W: NFE letter to PREPA and P3A (October 6, 2026)

Exhibit X: 3PPO Formal Notice and Request for Written Clarification (September 18, 2026)

Exhibit Y: 3PPO Formal Activation of Tolling Arrangements (September 22, 2026)

Exhibit Z: 3PPO Follow-Up Regarding Implementation of Tolling Arrangements (September 25, 2026)

Exhibit AA: 3PPO Response to NFE's letter of September 25, 2026 (September 25, 2026)

Exhibit BB: 3PPO letter to NFE regarding Accrual of DoP Quantities (October 2, 2026)

Exhibit CC: 3PPO Formal Notice and Demand for Information (October 5, 2026)

Exhibit DD: 3PPO Formal Follow-Up and Supplemental Demand for Information (October 9, 2026)

Exhibit EE: Sworn Statement of William Ríos Mera, Genera PR LLC (October 2, 2026)