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

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| **IN RE:**<br><br>CERTIFICATE OF ENERGY COMPLIANCE | **CASE NO.:** NEPR-AP-2022-0001<br><br>**SUBJECT:** Motion to Submit Responses to Request for Information in Compliance with the September 4, 2026 Resolution and Order |

**MOTION TO SUBMIT RESPONSES TO REQUEST FOR INFORMATION IN COMPLIANCE WITH THE SEPTEMBER 4, 2026 RESOLUTION AND ORDER**

**TO THE HONORABLE PUERTO RICO ENERGY BUREAU:**

**COMES NOW GENERA PR LLC** ("Genera"), as agent of the Puerto Rico Electric Power Authority ("PREPA"),[1] through its counsel of record, and respectfully submits and prays as follows:

1. On January 24, 2023, PREPA, the Puerto Rico Public-Private Partnerships Authority ("P3 Authority"), and Genera executed the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement (the "Generation OMA"), pursuant to which Genera was engaged to provide operation and maintenance services for PREPA's Legacy Generation Assets. The Service Commencement Date under the Generation OMA was July 1, 2023. New Fortress Energy Inc. ("NFE") serves as the Guarantor of Genera's obligations under the Generation OMA.

2. Section 8.2 of the Generation OMA requires Genera, while the Guarantee remains outstanding, to deliver certain financial information concerning the Guarantor to the P3 Authority, as Administrator, with a copy to the Puerto Rico Energy Bureau of the Public Service Regulatory

[1] Pursuant to the *Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement* ("LGA OMA"), dated January 24, 2023, executed by and among PREPA, the Puerto Rico Public-Private Partnerships Authority ("P3 Authority") and Genera, Genera is the sole operator and administrator of the Legacy Generation Assets (as defined in the LGA OMA) and the sole entity authorized to represent PREPA before PREB concerning any matter related to the performance of any of the O&M Services (as defined in the LGA OMA) provided by Genera under the LGA OMA.

Board ("Energy Bureau"). As recognized by the Energy Bureau, because NFE is a publicly traded company in the United States, Section 8.2 provides that delivery of NFE's quarterly and annual reports filed with the U.S. Securities and Exchange Commission ("SEC") shall be deemed to satisfy the financial information delivery requirements set forth therein.

3. On October 6, 2025, Genera filed an *Informative Motion Regarding Guarantor's Financial Statements Under Section 8.2(A) of the Operations and Maintenance Agreement* in Case No. NEPR-MI-2025-0002. As noted by the Energy Bureau in the September 4, 2026 Resolution and Order discussed below, Genera attached to that motion an October 1, 2025 letter addressed to the P3 Authority and copied to the Energy Bureau concerning NFE's financial information under Section 8.2 of the Generation OMA.

4. On September 4, 2026, the Energy Bureau issued a Resolution and Order in the instant proceeding ("September 4 Order") regarding Genera's compliance with Article 8 of the Generation OMA. In the September 4 Order, the Energy Bureau addressed, among other matters, the financial reporting requirements applicable to NFE as Guarantor under Section 8.2 of the Generation OMA and NFE's publicly announced restructuring.

5. In light of the foregoing, the Energy Bureau determined that additional information was necessary to determine compliance with Section 8.2 of the Generation OMA, evaluate the continuing sufficiency of the NFE Guarantee, and assess operational risks arising from NFE's restructuring. Accordingly, the Energy Bureau ordered Genera, within ten (10) calendar days from notification of the September 4 Order, to submit complete responses to the Request for Information ("ROI") included as Attachment A thereto, together with all responsive documents.

6. The Energy Bureau further ordered that each response reproduce the corresponding request immediately before the answer and that the responses and responsive documents be accompanied

by a sworn certification executed by an authorized officer of Genera and/or NFE attesting that they are complete and accurate after reasonable inquiry, including inquiry of NFE and the relevant affiliates.

7. In compliance with the September 4 Order, Genera hereby submits its responses to the ROIs included in Attachment A thereto. Genera's responses, together with the corresponding sworn certification, are included herein as **Exhibit 1**.

8. Genera further submits, as **Exhibit 2**, the responsive documents in support of **Exhibit 1**, consisting of New Fortress Energy Inc.'s Forms 10-Q and Forms 10-K/A for the applicable reporting periods from September 30, 2023 through June 30, 2026, among other documents.

9. Moreover, Genera submits, as **Exhibit 3**, additional responsive documents in support of Genera's response to Request for Information No. 5. Genera respectfully requests that Exhibit 3 be afforded confidential treatment pursuant to applicable law and the Energy Bureau's regulations and policies governing the treatment of confidential information. Genera will submit a memorandum of law in support of its request for confidential treatment of Exhibit 3 within the applicable term.

10. Genera further wishes to clarify that, although it is an affiliate within the New Fortress Energy corporate structure, Genera is a separate and distinct legal entity with its own legal identity, rights, and obligations. In that capacity, Genera did not participate, directly or indirectly, in the refinancing transaction executed on September 11, 2026, was not a party thereto, and did not directly or indirectly guarantee, assume, or otherwise undertake any obligations arising from or in connection with such refinancing. Genera will continue to act in good faith and to provide all supporting documentation necessary for this process.

**WHEREFORE,** Genera respectfully requests that the Energy Bureau **take notice** of the foregoing; **accept Exhibit 1**, containing Genera's responses to the ROIs included in Attachment A to the September 4 Order and the corresponding sworn certification; **accept Exhibit 2**, containing the supporting and responsive documents identified herein; **accept Exhibit 3**, containing additional responsive documents in support of Genera's response to Request for Information No. 5; **grant confidential treatment to Exhibit 3**, subject to Genera's submission of the corresponding memorandum of law in support thereof; and **deem Genera in compliance** with the September 4, 2026 Resolution and Order.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this 14th day of September 2026.

**ECIJA SBGB**
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*/s/ José Javier Díaz Alonso*
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## CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of this motion was filed with the Office of the Clerk of the Energy Bureau using its Electronic Filing System and that I will send an electronic copy of this motion to jgonzalez@gmlex.net; Alexis.rivera@prepa.pr.gov; and josue.colon@p3.pr.gov.

In San Juan, Puerto Rico, this 14th day of September 2026.

*/s/ Jorge Fernández-Reboredo*
Jorge Fernández-Reboredo

*/s/ José Javier Díaz Alonso*
José Javier Díaz Alonso

**Exhibit 1**

Responses to Request for Information, Attachment A of the September 4, 2026 Resolution and Order

**Docket Number:** NEPR-AP-2022-0001
**In Re:** Certificate of Energy Compliance
**RE:** Resolution and Order Regarding Compliance with Article 8 of the LGA OMA

1. *Section 8.2 of the Generation OMA financial information and compliance schedule.*
   *Produce either: (a) all unaudited second-quarter financial statements and all audited annual financial statements, certifications, notes, and auditor opinions required by the first part of Section 8.2 for every applicable period arising on or after July 1, 2023; or (b) complete copies of each Form 10-Q and Form 10-K that NFE was required to file with the SEC beginning July 1, 2023 and continuing through the date of this Resolution and Order. For each applicable period or report, identify the compliance method relied upon, the reporting period, the applicable SEC filing deadline or contractual delivery deadline, the date on which the report or financial information was delivered to the P3 Authority, the date on which it was copied to the Energy Bureau, and the corresponding filing or transmittal reference. Produce documentary evidence of each such delivery. If Genera contends that any report or reporting period was not subject to Section 8.2, state the legal and factual basis for that contention.*

   **Response:**
   Genera relies on the alternative compliance method established in the final sentence of Section 8.2 of the Generation OMA. NFE is a publicly traded company in the United States and files its quarterly reports on Form 10-Q and its annual reports on Form 10-K with the SEC. Those reports are, and have been at all relevant times, publicly available on EDGAR. On October 1, 2025, Genera wrote to the Administrator, with copy to the Energy Bureau, regarding NFE's SEC reports and Section 8.2, and on October 6, 2025, Genera filed that letter in Case No. NEPR-MI-2025-0002 (Exhibit D). Genera is reviewing its records to identify the date and manner of each transmittal to the Administrator and to the Energy

Bureau. The reports NFE was required to file for the periods from July 1, 2023 through September 4, 2026 are the Forms 10-Q for the second and third quarters of 2023, the Form 10-K for 2023, the three Forms 10-Q for 2024, the Form 10-K for 2024, the three Forms 10-Q for 2025, the Form 10-K for 2025, the Form 10-Q for the first quarter of 2026, and the Form 10-Q for the second quarter of 2026 filed August 6, 2026. To remove any doubt as to delivery, Genera is including these SEC filings as attachments to this document. Genera contends that Section 8.2 does not establish a delivery deadline for the SEC-report alternative, that delivery of the reports satisfies the obligation whenever made, and that the Administrator, to whom the obligation runs, has never identified a deficiency or delay; Genera preserves the objection stated in Part III.D regarding the construction of Section 8.2.

2. *P3 Authority communications concerning Section 8.2 financial information*
   *Produce all communications, notices, requests, acknowledgments, determinations, objections, or other documents issued by the P3 Authority to Genera about the financial statements, Forms 10-Q, Forms 10-K, or other financial information required under Section 8.2 of the Generation OMA This production shall include any communication requesting the submission or resubmission of a report, seeking additional information or supporting documentation, identifying a deficiency or delay, acknowledging receipt, determining or questioning compliance with Section 8.2, or otherwise responding to Genera's delivery or failure to deliver the required financial information. Genera shall also produce its response and all documents transmitted in connection with each such communication.*

**<u>Response:</u>**
As attachments to this RFI response, please find the following:
a) 12/31/2023 10-K
b) 12/31/2024 10-K-A
c) 12/31/2025 10-K-A

d) 09/30/2023 10-Q
e) 03/31/2024 10-Q
f) 06/30/2024 10-Q
g) 09/30/2024 10-Q
h) 03/31/2025 10-Q
i) 06/30/2025 10-Q
j) 09/30/2025 10-Q
k) 03/31/2026 10-Q
l) 06/30/2026 10-Q

3. *Guarantee Continuity.*
*Identify the entity that will serve as Guarantor immediately after NFE' s restructuring; state whether the existing Guarantee will remain in full force and effect without amendment, substitution, release, impairment, or additional condition; and explain whether the restructuring or related change in ownership implicates any bankruptcy, insolvency, change-of-control, transfer, notice, consent, default, or guaranty-maintenance provision of the Generation OMA or Guarantee.*

**Response:**
In response to the request concerning the status of the Generation OMA Guarantee, Genera hereby formally states that it was not part of the negotiations or restructuring process from NFE and, as of the date of this response, it has not received any notice, communication, or information regarding any amendment, substitution, release, impairment, or imposition of additional conditions affecting the Generation OMA Guarantee. Genera affirms that, to its knowledge, the Guarantee remains in full force and effect, and no modifications or changes have been communicated or implemented by any party, including the Guarantor, or their affiliates.
Should any such amendment, substitution, release, impairment, or additional condition be proposed or enacted, Genera expects to be notified. Until such notification is received, Genera will continue to

operate under the assumption that the Guarantee remains unchanged and fully enforceable.

This statement is made in good faith and based on the information available to Genera at this time

4. *Genera Operational Continuity.*

   *Identify and describe the measures adopted or planned by Genera to ensure the uninterrupted performance of its obligations under the Generation OMA during and after NFE's restructuring, including any measures necessary to address changes in NFE's ownership, financial condition, corporate structure, management, or ability to provide the support required for Genera's performance.*

   **Response:**

   Genera affirms that it is a distinct legal entity, separate from NFE and any other affiliates. The restructuring process undertaken by NFE has not impacted Genera's ability to perform its obligations under the LGA OMA. Furthermore, based on current information and assessments, Genera does not anticipate that NFE's restructuring will affect its operational continuity or its capacity to fulfill obligations under the LGA OMA in the future.

   Genera remains committed to the uninterrupted performance of its duties and will continue to monitor developments to ensure compliance and operational stability. However, it is important to note that factors such as insufficient budget resources, the elimination of maintenance and repair projects, and the lack of adequate funding or timely deposits to Generation OMA service accounts could directly impact the system's operational continuity and may impair Genera's ability to fulfill its obligations under the LGA OMA

5. *Notices Concerning the Guarantor's Restructuring*

   *Produce all notices, communications, and supporting documents about the restructuring of the Guarantor that Genera, NFE, or any of their* *affiliates has submitted to P3 Authority and/or PREPA, including all attachments, exhibits, supplements, amendments, or other accompanying materials. Genera shall also produce all acknowledgements, responses, requests for additional information, determinations, consents, objections, or other communications issued by the P3 Authority or PREPA in connection with any such notice or communication.*

**Response:**
Without waving its objections and reserving these, Genera reiterates that the information sought under Request 5 should be obtained through third parties and not through our company. The reasons for this should be evident and are expressed in the attached letter of June 15 and 30 of 2026 and July 9, 2026, hereby adopted by reference (requested to be kept confidential). Particularly, when information regarding such proceedings is readily available to you through news articles and court records, and you are likely aware of the ultimate resolution of the related proceedings.

6. *Capacity to fund future capital improvements under Section 5.6(b) of the Generation OMA.*
*Section 5.6(b) of the Generation OMA contemplates that certain capital improvements may be made, owned, and funded by Genera or its designated Affiliate. State whether any limitation on capital expenditures, investments, indebtedness, financing, or the use of funds arising from NFE's restructuring or the post-restructuring financing arrangements could restrict, condition, delay, or otherwise affect Genera's or a designated affiliate's ability to propose, fund, or undertake a capital improvement under Section 5.6(b). Identify any creditor or lender approval that would be required for such an investment and explain whether Genera or its designated affiliates are expected to have access to sufficient capital to make such investments if the need for a capital improvement arises during the remaining term of the Generation*

*OMA This request does not presume that any such capital improvement is proposed or pending.*

**Response:**
Pursuant to the terms of the Generation OMA, all operational and capital improvement costs are treated as pass-through expenditures. Neither Genera nor NFE is obligated to fund any capital improvement or assume PREPA obligations, as expressly provided in Section 7.6(g) of the Generation OMA.

7. *Post-restructuring Financial Capacity.*
   *Describe the expected capitalization, liquidity, indebtedness, access to committed financing, and other financial resources of the entity that will serve as Guarantor following NFE's restructuring, insofar as those matters may affect its ability to satisfy the obligations covered by the Guarantee if Genera fails to perform an obligation guaranteed under the Generation OMA Identify any lien, covenant, restriction, creditor priority, approval requirement, or other condition arising from the restructuring or the post-restructuring financing arrangements that could restrict, delay, subordinate, or otherwise impair the Guarantor's ability to perform under the Guarantee.*

   **Response:**
   Please refer to responses 3 and 4 above.

8. *Fuel Supply Dependencies.*
   *Identify each NFE affiliate whose performance is necessary or material to the fuel supply of Legacy Generation Assets operated by Genera, including arrangements connected to the Multi-Site LNG Agreement, San Juan Units 5 and 6, and Energiza; describe the relevant obligation and infrastructure; and state whether the restructuring, new secured debt, liens, restrictive covenants, change of control, or capital limitations could delay, restrict, condition, or impair performance.*

**Response:**

The NFE affiliate whose performance is material to the fuel supply of the Legacy Generation Assets is NFEnergia LLC. NFEnergia LLC supplies natural gas (i) to San Juan Units 5 and 6, and (ii) to the TM2500 units at San Juan and Palo Seco and to other units islandwide under the Gas Sale and Purchase Agreement (GSA), which the Resolution and Order refers to as the Multi-Site LNG Agreement. The Fuel Security Contingency Plan, which has been previously provided to the Energy Bureau describes these arrangements, Genera's other fuel supply contracts, and the back-up fuel arrangements for the relevant units.

Genera is not a party to the Power Purchase and Operating Agreement dated December 20, 2024, relating to the Energiza project, which the Resolution and Order itself describes as an agreement among Energiza, LLC, PREPA and other entities.

Whether the new secured debt, liens, restrictive covenants, change of control or capital limitations could impair NFEnergia LLC's future performance is a matter within NFE's knowledge. As of the date of this response, NFEnergia, LLC. has not asserted any force majeure claim in connection with the restructuring process, and the delivery of natural gas has remained unaffected in all respects.

9. *Additional Infrastructure and Capital Requirements.*
*State whether performance of the Multi-Site LNG Agreement or any Energiza-related gas-supply obligation requires infrastructure, equipment, modification, expansion, or other capital investment that has not yet been completed or funded. For each additional requirement identified, provide the estimated capital expenditure, responsible entity, committed source of funds, required lender or creditor approvals,*

*expected completion date, and whether the expenditure is included in the post-restructuring business plan and funded capital program.*

**Response:**
The infrastructure and capital investments required for the performance of the GSA and of any Energiza-related gas supply obligation, and their funding, are matters of NFEnergia LLC, Energiza, LLC and their affiliates, and are tied to the post-restructuring business plan, which Genera does not hold.

10. *Energiza-related Natural Gas Obligations.*
*Identify the NFE Affiliate responsible for supplying, transporting, delivering, or providing the infrastructure necessary to supply natural gas for the Energiza project, and describe the obligations assumed by that affiliate in connection with the project. State whether NFE's restructuring, the post-restructuring corporate structure, or any related financing arrangement, lien, covenant, restriction on capital expenditures or investments, creditor priority, or approval requirement could restrict, condition, delay, or otherwise affect that Affiliate's ability to perform those obligations. Identify any infrastructure, equipment, modification, expansion, or other capital investment required for such performance; the entity responsible for undertaking and funding it; its present status; the committed source of funds, if any; and any lender, creditor, governmental, or corporate approval required for its completion.*

**Response:**
Genera is not a party to the Energiza Power Purchase and Operating Agreement of December 20, 2024, which the Resolution and Order describes as an agreement among Energiza, LLC, PREPA, San Juan Generation Assets LLC and Cratos Energy Holdings LLC, or to any gas supply arrangement for the Energiza project, and the Energiza project is not a Legacy Generation Asset operated by Genera under the Generation

OMA. Genera therefore has no knowledge of the obligations assumed by any.

11. *Supporting Records*
*Produce the portions of the restructuring documents, financing documents, organizational charts, board materials, budgets, liquidity forecasts, consents, waivers, notices, and affiliate agreements relied upon in responding to Items 2 through 10. Genera may request confidential treatment under applicable law and regulation but shall file a redacted public version whenever required.*

**Response:**
New Fortress Energy Inc. is a legal entity separate from Genera. Genera does not keep their books, does not control their boards, and is not a party to the restructuring support agreement, the financing documents or the UKRP. Genera is not a party to the GSA, which PREPA, the P3A and NFEnergia LLC executed. Genera is not a party to the GSA dated December 4, 2025, between NFEnergía LLC and PREPA, which Genera administers as agent of PREPA under the Generation OMA. New Fortress Energy Inc. is a Delaware corporation listed on NASDAQ; it is not a certified electric service company, it does not generate, transmit or distribute electricity in Puerto Rico, and it is not a party to the Generation OMA. The Energy Bureau's authority under Act 57-2014 runs to Genera as a certified electric service company and to the information within Genera's possession, custody or control; it does not run to the internal information of New Fortress Energy Inc. or its non-regulated affiliates. Genera raises this limit not to refuse the Requests but to define the scope of what Genera can be required to produce.

Genera did not rely on any board materials, budgets or liquidity forecasts in preparing these responses and does not produce any such documents. New Fortress Energy Inc., which for the reasons stated before is a non-regulated entity outside the jurisdiction of the Energy Bureau, and Genera does not hold that information. The restructuring documents, financing documents, organizational charts, board materials, budgets, liquidity forecasts, consents, waivers, notices, and affiliate agreements is a matter within NFE's knowledge and Genera does not have access to them.

**Exhibit 2**
Supporting and Responsive Documents
**[Submitted as a Native File Due to File Size]**

**Exhibit 3- CONFIDENTIAL**

Responsive Documents in Support of Genera's Response to Request for Information No. 5