

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

NEPR

Received:

Sep 28, 2026

8:59 PM

IN RE: PLAN PRIORITARIO PARA LA
ESTABILIZACIÓN DE LA RED
ELÉCTRICA

CASE NO. NEPR-MI-2024-0005

SUBJECT: Motion to Submit Corrected Exhibit 1 to the “Motion in Compliance with September 10, 2026, Resolution and Order” and Memorandum of Law in Support of Request for Confidential Treatment of Such Exhibit 1

MOTION TO SUBMIT CORRECTED EXHIBIT 1 TO THE “MOTION IN COMPLIANCE WITH SEPTEMBER 10, 2026, RESOLUTION AND ORDER” AND MEMORANDUM OF LAW IN SUPPORT OF REQUEST FOR CONFIDENTIAL TREATMENT OF SUCH EXHIBIT 1

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COME NOW LUMA Energy, LLC (“ManagementCo”), and **LUMA Energy Servco, LLC** (“ServCo”) (jointly referred to as “LUMA”), through the undersigned counsel, and respectfully state and request the following:

I. Relevant Procedural Background

1. On September 10, 2026, this Puerto Rico Energy Bureau of the Public Service Regulatory Board (“Energy Bureau”) issued a Resolution and Order (“September 10th Resolution”) ordering LUMA to produce, within five (5) business days, “all documents related to any evaluation used to determine the feasibility of interconnecting temporary generation on the island.” *Id.*, p. 2 (translation ours). The Energy Bureau directed that said documents include but not be limited to: (i) an evaluation of the possible location of temporary generation; (ii) an evaluation of fuel supply; (iii) *System Impact Studies* and *Feasibility Studies*; and (iv) a reconciliation of funds collected and the actual costs incurred to carry out the referenced studies. The Energy Bureau further directed LUMA to inform the Energy Bureau of any factor or

circumstance that could change the results of the feasibility evaluations submitted in response to the September 10th Resolution. *Id.*

2. In compliance with the September 10th Resolution, on September 17, 2026, LUMA filed a *Motion in Compliance with September 10, 2026, Resolution and Order* (“September 17th Motion”) submitting, as *Exhibit 1*, LUMA’s documentation on interconnection studies regarding temporary generation (“September 17th Exhibit 1”).

3. In its September 17th Motion, LUMA requested this Honorable Energy Bureau to keep *Exhibit 1* under seal of confidentiality until its redacted/public version was submitted. LUMA informed that it would be submitting the corresponding Memorandum of Law in support of the confidential treatment for *Exhibit 1* as well as a redacted/public version thereof protecting the information deemed to be confidential within the next ten (10) days, in compliance with the Energy Bureau’s Policy on Management of Confidential Information, CEPR-MI-2016-0009 issued on August 31, 2016, as amended by the Resolution dated September 16, 2016 (“Policy on Management of Confidential Information”).

II. Submittal of Corrected September 17th Exhibit 1

4. The confidential September 17th Exhibit 1 contained an index intended to describe the documents included in such Exhibit. After submitting this document, and in preparing the Memorandum of Law below, it came to LUMA’s attention that, by inadvertence, this index did not accurately list the documents included. LUMA is therefore submitting with this motion the revised index to the September 17th Exhibit 1, with the rest of this confidential Exhibit which remains unchanged. *See Exhibit A.* The revised index eliminates documents that were not included in the original September 17th Exhibit 1 because these documents were duplicative or were not responsive to the September 10th Resolution. LUMA respectfully requests the Energy

Bureau to substitute the confidential September 17th Exhibit 1 with the attached **Exhibit A** and to continue to maintain it in confidence in accordance with the request for confidential treatment included in the September 17th Motion and the Memorandum of Law included in this Motion.

III. Memorandum of Law in Support of Request for Confidential Treatment of the September 17th Exhibit 1

5. In accordance with the September 17th Motion, LUMA is submitting below the corresponding Memorandum of Law stating the legal basis for the request to treat portions of the September 17th Exhibit 1 (with the corrected index included in Exhibit A) confidentially. Furthermore, LUMA submits herein the redacted/public version of the September 17th Exhibit 1, as corrected, as **Exhibit B**.

A. Applicable Laws and Regulation to submit information confidentially before the Energy Bureau

6. Section 6.15 of Act 57-2014 regulates the management of confidential information filed before this Energy Bureau. It provides, in pertinent part, that: “[i]f any person who is required to submit information to the Energy [Bureau] believes that the information to be submitted has any confidentiality privilege, such person may request the Commission to treat such information as such” 22 LPRA § 1054n. If the Energy Bureau determines, after appropriate evaluation, that the information should be protected, “it shall grant such protection in a manner that least affects the public interest, transparency, and the rights of the parties involved in the administrative procedure in which the allegedly confidential document is submitted.” *Id.*, Section 6.15 (a).

7. In connection with the duties of electric power service companies, Sections 1.10(i) of Act 17-2019 further provides that electric power service companies shall submit information requested by customers, except for: “(i) confidential information in accordance with the Rules of Evidence of Puerto Rico; [...] (viii) issues that should be maintained confidential in accordance

with any confidentiality agreement, provided, that such agreement is not contrary to public interest; [...] and (ix) matters of public security involving threats against [the Puerto Rico Electric Power Authority (“PREPA”)], its property or employees”. 22 LPRA § 1141i (i).

8. Access to the confidential information shall be provided “only to the lawyers and external consultants involved in the administrative process after the execution of a confidentiality agreement.” *Id.*, Section 6.15(b), 22 LPRA § 1054n. Finally, Act 57-2014 provides that this Energy Bureau “shall keep the documents submitted for its consideration out of public reach only in exceptional cases. In these cases, the information shall be duly safeguarded and delivered exclusively to the personnel of the [Energy Bureau] who needs to know such information under nondisclosure agreements. However, the [Energy Bureau] shall direct that a non-confidential copy be furnished for public review”. *Id.*, Section 6.15(c).

9. The Energy Bureau's Policy on Confidential Information details the procedures that a party should follow to request that a document or portion thereof, be afforded confidential treatment. In essence, the Energy Bureau's Policy on Confidential Information requires identification of confidential information and the filing of a memorandum of law explaining the legal basis and support for a request to file information confidentially. *See* CEPR-MI-2016-0009, Section A, as amended by the Resolution of September 16, 2016, CEPR-MI-2016-0009. The memorandum should also include a table that identifies the confidential information, a summary of the legal basis for the confidential designation and a summary of the reasons why each claim or designation conforms to the applicable legal basis of confidentiality. *Id.*, paragraph 3. The party who seeks confidential treatment of information filed with the Energy Bureau must also file both a “redacted” or “public version” and an “unredacted” or “confidential” version of the document that contains confidential information. *Id.*, paragraph 6.

10. The Energy Bureau's Policy on Confidential Information also states the following with regards to access to Validated Confidential Information on the ground of being Critical Energy Infrastructure Information ("CEII"):

1. Trade Secret Information

Any document designated by the [Energy Bureau] as Validated Confidential Information because it is a trade secret under Act 80-2011 may only be accessed by the Producing Party and the [Bureau], unless otherwise set forth by the [Bureau] or any competent court.

2. Critical Energy Infrastructure Information

The information designated by the [Energy Bureau] as Validated Confidential Information on the ground of being CEII may be accessed by the parties' authorized representatives only after they have executed and delivered the Non-Disclosure Agreement.

Those authorized representatives who have signed the Non-Disclosure Agreement may only review the documents validated as CEII at the [Energy Bureau] or the Producing Party's offices. During the review, the authorized representatives may not copy or disseminate the reviewed information and may bring no recording device to the viewing room.

11. Relatedly, Energy Bureau Regulation 8543 includes a provision for filing confidential information in adjudicatory proceedings before this Honorable Energy Bureau. To wit, Section 1.15 provides that, "a person has the duty to disclose information to the [Energy Bureau] considered to be privileged pursuant to the Rules of Evidence, said person shall identify the allegedly privileged information, request the [Energy Bureau] the protection of said information, and provide supportive arguments, in writing, for a claim of information of privileged nature. The [Energy Bureau] shall evaluate the petition and, if it understands [that] the material merits protection, proceed accordingly to . . . Article 6.15 of Act No. 57-2014, as amended."

B. Request for Confidentiality

1. CEII

12. Portions of the September 17th Exhibit 1 contain CEII information that, under relevant federal law and regulations, are protected from public disclosure and garners confidential treatment to protect critical infrastructure from threats that could undermine the system and have negative repercussions in electric power services to the detriment of the interests of the public, customers, and citizens of Puerto Rico.

13. Generally, CEII or critical infrastructure information is exempted from public disclosure because it involves assets and information, which poses public security, economic, health, and safety risks. Federal Regulations on CEII, particularly, 18 C.F.R. § 388.113, states that:

Critical energy infrastructure information means specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that:

- (i) Relates details about the production, generation, transportation, transmission, or distribution of energy;
- (ii) Could be useful to a person in planning an attack on critical infrastructure;
- (iii) Is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and
- (iv) Does not simply give the general location of the critical infrastructure.

Id.

14. Additionally, “[c]ritical electric infrastructure means a system or asset of the bulk-power system, whether physical or virtual, the incapacity or destruction of which would negatively affect national security, economic security, public health or safety, or any combination of such matters.” *Id.* Finally, “[c]ritical infrastructure means existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters.” *Id.*

15. The Critical Infrastructure Information Act of 2002, 6 U.S.C. §§ 671-674 (2020), part of the Homeland Security Act of 2002, protects critical infrastructure information (“CII”).¹ CII is defined as “information not customarily in the public domain and related to the security of critical infrastructure or protected systems....” 6 U.S.C. § 671 (3).²

¹ Regarding protection of voluntary disclosures of critical infrastructure information, 6 U.S.C. § 673, provides in pertinent part, that CII:

- (A) shall be exempt from disclosure under the Freedom of Information Act;
- (B) shall not be subject to any agency rules or judicial doctrine regarding ex parte communications with a decision making official;
- (C) shall not, without the written consent of the person or entity submitting such information, be used directly by such agency, any other Federal, State, or local authority, or any third party, in any civil action arising under Federal or State law if such information is submitted in good faith;
- (D) shall not, without the written consent of the person or entity submitting such information, be used or disclosed by any officer or employee of the United States for purposes other than the purposes of this part, except—
 - (i) in furtherance of an investigation or the prosecution of a criminal act; or
 - (ii) when disclosure of the information would be--
 - (I) to either House of Congress, or to the extent of matter within its jurisdiction, any committee or subcommittee thereof, any joint committee thereof or subcommittee of any such joint committee; or
 - (II) to the Comptroller General, or any authorized representative of the Comptroller General, in the course of the performance of the duties of the Government Accountability Office;
- (E) shall not, be provided to a State or local government or government agency; of information or records;
 - (i) be made available pursuant to any State or local law requiring disclosure of information or records;
 - (ii) otherwise be disclosed or distributed to any party by said State or local government or government agency without the written consent of the person or entity submitting such information;
 - or
 - (iii) be used other than for the purpose of protecting critical Infrastructure or protected systems, or in furtherance of an investigation or the prosecution of a criminal act.
- (F) does not constitute a waiver of any applicable privilege or protection provided under law, such as trade secret protection.

² CII includes the following types of information:

- (A) actual, potential, or threatened interference with, attack on, compromise of, or incapacitation of critical infrastructure or protected systems by either physical or computer-based attack or other similar conduct (including the misuse of or unauthorized access to all types of communications and data transmission systems) that violates Federal, State, or local law, harms interstate commerce of the United States, or threatens public health or safety;
- (B) the ability of any critical infrastructure or protected system to resist such interference, compromise, or incapacitation, including any planned or past assessment, projection, or estimate of the vulnerability of critical infrastructure or a protected system, including security testing, risk evaluation thereto, risk management planning, or risk audit; or
- (C) any planned or past operational problem or solution regarding critical infrastructure or protected systems, including repair, recovery, construction, insurance, or continuity, to the extent it is related to such interference, compromise, or incapacitation.

16. The September 17th Exhibit 1 includes: (a) Aguirre Power Plant site maps (*see* September 17th Exhibit 1, pp. 9, 82-83, 101-102) (b) Aguirre Power Plant single-line diagrams (*see id.*, pp. 10-15, 28, 81, 100); (c) Costa Sur Power Plant site maps (*see id.*, pp. 17, 92, 97, 108-109, 115, 117, 123, 125, 132); (d) Costa Sur Power Plant single-line diagrams (*see id.*, pp. 18-25, 106-107, 119); (e) San Juan SP single-line diagrams (*see id.*, pp. 42-44, 48-49); (f) Aguirre Substation 115 and 230 kV single-line diagrams (*see id.*, pp. 78-79, 113-114, 119); (g) Aguirre Power Plant engineering sectional drawings (*see id.*, pp. 84, 103); and (h) Costa Sur SP Substation single-line diagrams (*see id.*, pp. 111-112, 116).

17. The site maps, single-line diagrams and drawings described above contain details on design and/or engineering information of critical electric system assets and/or other information that may reveal vulnerabilities of the electric system, and if disclosed could expose the system to external attacks. Therefore, these maps, diagrams, and drawings constitute CEII that garners protection from public disclosures pursuant to federal statutes and regulations. *See e.g.*, 6 U.S.C. §§ 671-674; 18 C.F.R. § 388.113 (2020).²¹ The CEII designation of the information described above, which is more fully identified in Section III below, is a reasonable and necessary measure to protect critical infrastructure and enable LUMA to leverage the information and assessment on critical infrastructures without risks of external threats. Given the importance of ensuring the safe and efficient operation of the generation assets and the T&D System, LUMA respectfully submits that these materials constitute CEII that should be maintained confidentially to safeguard their integrity and protect them from external threats.

2. Non-Disclosure Agreements Confidentiality

18. Some of the documents submitted in the September 17th Exhibit 1 include several documents that LUMA received in connection with the evaluation of proposals submitted under

the Third-Party Procurement Office's ("3PPO") Request for Proposals for Temporary Emergency Power Generation, RFP Nos. 3PPO-0314-20-TPG or 3PPO-0314-20-TPG-2 (the "RFPs"). LUMA must keep this information confidential under two non-disclosure agreements. First, LUMA signed a Non-Disclosure Agreement with 3PPO (the "3PPO NDA"), acting on behalf of the Public-Private Partnerships Authority, to corroborate and assess the viability of the proposals under consideration in coordination with PREPA, LUMA and Genera PR LLC ("Stakeholders"). *See Exhibit C*. The 3PPO NDA defines "Confidential Information" as "any non-public, proprietary, or sensitive information disclosed by either party . . . relating to the RFP and/or the proposals received, whether in written, oral, visual, electronic, or other form." *See* 3PPO NDA, Section 2. That definition expressly covers "the content of the proposals, technical specifications, business strategies, operational data, financial information, plans, trade secrets, analysis, assessments, site visit observations, stakeholder feedback, contractual terms, and any information disclosed or made available by or on behalf of proponents or other third parties in the course of the RFP evaluation process." *See id.* Under the 3PPO NDA, LUMA "shall use the Confidential Information solely for the purpose of providing technical input on the feasibility of the proposed temporary generation solution." LUMA may disclose that information only to the receiving party's officers, employees, consultants or advisors "who have a legitimate need to know such information for this purpose and are bound by confidentiality obligations no less restrictive than those set forth in this Agreement." *See id.*, Section 3. The 3PPO NDA also provides that information proponents share with 3PPO, which 3PPO then shares with the Stakeholders, "remains subject to the original NDA executed between the proponent and 3PPO." *See id.* at Section 4.³

³ The 3PPO NDA provides that it is in effect until the execution of a definitive agreement regarding the RFP or until terminated by either party upon thirty (30) days' written notice and that notwithstanding termination the confidentiality obligations survive for a period of one year from the date of disclosure. *See id.*, Section 8. However, as is generally known, the agreement with one of the proponents was recently cancelled.

19. Also in connection with one of the RFPs, LUMA also signed a Non-Disclosure Agreement with Power Expectation LLC, a recommended proponent under such RFP (the “Power Expectation NDA”). *See Exhibit D*. This Agreement has the purpose of “allow[ing] for the controlled disclosure of confidential, technical, commercial, operational and strategic information provided by the [disclosing party] to the [receiving party] for the purpose of assessing the feasibility, integration and technical coordination in relation to the proposed generation solution”. *See Power Expectation NDA, Section 1*. Under this agreement, LUMA, as a receiving party, must “maintain all Confidential Information in strict confidence” and protect it “using at least the same degree of care that it uses to protect its own confidential and proprietary information, and in no event less than reasonable care.” *See id.*, Section 3. The Power Expectation NDA defines “Confidential Information” as “any non-public, sensitive, or proprietary data, materials, or information disclosed by the [disclosing party] . . . whether or not specifically marked as ‘confidential.’” *See id.*, Section 2. LUMA also “shall not disclose any Confidential Information to any third party . . . not expressly authorized under this Agreement.” *See id.* This definition includes “interconnection specifications, engineering data, project timelines, technical studies, cost breakdowns, operating models, and any related documentation.” *See id.*⁴

20. As mentioned, Section 1.10(i) of Act 17-2019 provides that electric power service companies shall submit information requested by customers, “except for: [...] issues that should be maintained confidential in accordance with any confidentiality agreement, provided, that such agreement is not contrary to public interest...”. 22 LPRA §1141i(viii).

⁴ Section 6 of this Agreement provides that it is in effect for three (3) years from the last date of disclosure or until such time as the Confidential Information no longer qualifies as confidential under applicable law, whichever occurs first.

21. Based on the NDAs described above, LUMA is requesting confidential treatment of the following documents: (a) proponent’s technical assessments of LUMA-provided site maps and single-line diagrams (*See* September 17th Exhibit 1, pp. 7-25); (b) technical review summaries over proponents’ interconnection plan proposals (*see id.*, pp. 29-41, 86-92, 126-132); (c) San Juan Temporary Generation with Network Upgrades Power Flow Report (*see id.*, pp. 45-77); (d) Aguirre and Costa Sur Power Plants Complex 115 kV & 230kV Yards – site maps, LUMA POI (*see id.*, pp. 80-85, 99-104, 105-110); (e) Power Expectations’ Interconnection Plan Proposal (*see id.*, pp. 93-98); (f) LUMA’s engineering requirement for the RFP (*see id.*, pp. 118-122); and (g) Costa Sur Site Visit observations (*see id.*, pp. 124-125). LUMA keeps and maintains these documents confidentially as Confidential Information under the 3PPO NDA and the Power Expectation NDA.

22. Given the importance of ensuring LUMA compliance with its obligations and responsibilities under both the 3PPO NDA and the Power Expectation NDA, LUMA respectfully submits that the mentioned documents constitute “Confidential Information” under both NDAs that should be maintained confidential.

3. Right to privacy

23. A document in the September 17th Exhibit 1 contains bank account information about LUMA and PREPA’s accounts. This information is safeguarded under Puerto Rico’s legal framework on privacy which protects personal information from disclosure. *See, e.g.*, Const. ELA, Art. II, Sections 8 and 10 protect the right to control personal information and distinctive traits, which applies *ex proprio vigore* and against private parties. *See also e.g. Vigoreaux v. Quiznos*, 173 DPR 254, 262 (2008); *Bonilla Medina v. P.N.P.*, 140 DPR 294, 310-11 (1996), *Pueblo v. Torres Albertorio*, 115 DPR 128, 133-34 (1984). In addition, the Puerto Rico Open Government

Data Act provides that the following information is excepted from public disclosure: information the disclosure of which could invade the privacy of third parties or affect their fundamental rights, as well as any type of information related to the street address, telephone number, emergency contact information, social security number, credit card number, tax and/or financial information, bank activity, confidential information of private third parties, trade secrets, tax returns, debt, or pin number, which is collected or maintained by a governmental body. *See* Act 122-2019, Articles 4(vi) and (xi).

24. In sum, it is respectfully submitted that the protection of all of the confidential information discussed above does not affect the public's or the Energy Bureau's review of the present filing nor interfere with processes before this Energy Bureau. Therefore, on balance, the public interest to protect CEII and information subject to contractual confidentiality requirements weighs in favor of protecting the relevant portions of the September 17th Exhibit 1 from disclosure.

III. Identification of Confidential Information

25. In compliance with the Energy Bureau's Policy on Management of Confidential Information, CEPR-MI-2016-0009, below is a table identifying the confidential information and summarizing the hallmarks of this request for confidential treatment with respect to the September 17th Exhibit 1.

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
September 17 th Exhibit 1	Page 5	LUMA's bank account numbers, routing number, and swift code	Personal Information protected under Const. ELA, Art. II, Sections 8 and 10 (<i>see also e.g. Vigoreaux v. Quiznos</i> , 173 DPR 254, 262	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
			(2008)) and financial data under Puerto Rico Open Government Data Act, Act 122-2019, Articles 4(vi) and (xi).	
September 17 th Exhibit 1	Pages 9, 82-83, 101-102	Aguirre Power Plant site maps	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674. Contains a diagram showing interrelation of generator plants with transmission lines and substations which reveals details of engineering and/or design information relating to the transmission system that, if disclosed, may expose the system to external threats.	September 17, 2026
September 17 th Exhibit 1	Pages 10-15, 28, 81, 100	Aguirre Power Plant single-line diagrams	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674. Contains a single line diagram which shows details of engineering and/or design information related to the transmission system and information that, if disclosed, may expose the system to external threats.	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
September 17 th Exhibit 1	Pages 17, 92, 97, 108-109, 115, 117, 123, 125, 132	Costa Sur Power Plant site maps	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674. Contains a diagram showing interrelation of generator plants with transmission lines and substations which reveals details of engineering and/or design information relating to the transmission system that, if disclosed, may expose the system to external threats.	September 17, 2026
September 17 th Exhibit 1	Pages 18-25, 106-107, 119	Costa Sur Power Plant single-line diagrams	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674. Contains a single line diagram which shows details of engineering and/or design information related to the transmission system and information that, if disclosed, may expose the system to external threats.	September 17, 2026
September 17 th Exhibit 1	Pages 42-44, 48-49	San Juan SP single-line diagrams	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674. Contains a single line diagram which shows details of engineering	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
			and/or design information related to the transmission system and information that, if disclosed, may expose the system to external threats.	
September 17 th Exhibit 1	Pages 78-79, 113-114, 119	Aguirre Substation 115 and 230 kV single-line diagrams	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674. Contains a single line diagram which shows details of engineering and/or design information related to the transmission system and information that, if disclosed, may expose the system to external threats.	September 17, 2026
September 17 th Exhibit 1	Pages 84, 103	Aguirre Power Plant engineering sectional drawings	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674. Contains a sectional drawings which shows details of substation engineering and/or design information related to the transmission system and information that, if disclosed, may expose the system to external threats.	September 17, 2026
September 17 th Exhibit 1	Pages 111-112, 116	Costa Sur SP Substation single-line diagrams	Critical Energy Infrastructure Information 18 C.F.R. §388.113; 6 U.S.C. §§ 671-674.	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
			Contains a single line diagram which shows details of engineering and/or design information related to the transmission system and information that, if disclosed, may expose the system to external threats.	
September 17 th Exhibit 1	Pages 7-25	Power Expectation's markup over LUMA-provided site maps and single-line diagrams	Confidential Information under Section 2 of the Power Expectation NDA. This document was received pursuant to the Power Expectation NDA. It contains Power Expectations' markups to the Aguirre and Costa Sur site maps and single-line diagrams, which are CEII, as described and covered elsewhere in this table.	September 17, 2026
September 17 th Exhibit 1	Pages 29-41	LUMA's Technical Review Summary over proponents' interconnection plan proposal	Confidential Information under Section 2 of the 3PPO NDA. This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains LUMA's technical assessment of three interconnection plan proposals submitted by proponents.	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
September 17 th Exhibit 1	Pages 45-77	LUMA's San Juan Temporary Generation with Network Upgrades Power Flow Report	Confidential Information under Section 2 of the 3PPO NDA. This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains a study to determine the maximum generation capacity that SJSP can handle and identify the limitations after considering network upgrades for L-38300, L-38600 and L-4400.	September 17, 2026
September 17 th Exhibit 1	Pages 80-85	LUMA's Aguirre Power Plant Complex 115 kV & 230kV Yards – Site maps, LUMA POI	Confidential Information under Section 2 of the 3PPO NDA This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains substation engineering design (single-line diagrams, site maps and sectional drawings) for the Aguirre Power Plant, which is CEII, as described and covered elsewhere in this table.	September 17, 2026
September 17 th Exhibit 1	Pages 86-92	LUMA's Technical Review Summary of a Proponent's Interconnection Plan Proposal	Confidential Information under Section 2 of the 3PPO NDA. This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains LUMA's review and	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
			comments for each section of the proponent's Interconnection Plan Proposal.	
September 17 th Exhibit 1	Pages 93-98	Power Expectation's Interconnection Plan Proposal	Confidential Information under Section 2 of the 3PPO NDA. This document was received from the 3PPO pursuant to the 3PPO NDA. It describes Power Expectation's commitment to LUMA's interconnection, protection, telecom and transmission standards, and lays out its plan to deliver 600 MW at Aguirre and 200 MW at Costa Sur based on recent site visits.	September 17, 2026
September 17 th Exhibit 1	Pages 99-104	LUMA's Aguirre Power Plant Complex 115 kV & 230kV Yards – Site maps, LUMA POI	Confidential Information under Section 2 of the 3PPO NDA. This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains substation engineering design (single-line diagrams, site maps and sectional drawings) for the Aguirre Power Plant, which is CEIL, as described and covered elsewhere in this table.	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
September 17 th Exhibit 1	Pages 105-110	LUMA's Costa Sur Power Plant Complex 115 kV & 230kV Yards – Site maps, LUMA POI	Confidential Information under Section 2 of the 3PPO NDA. This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains substation engineering design (single-line diagrams, site maps and sectional drawings) for the Aguirre Power Plant, which is also CEII, as described and covered elsewhere in this table.	September 17, 2026
September 17 th Exhibit 1	Pages 118-122	LUMA's Engineering Requirement for RFP	Confidential Information under Section 2 of the 3PPO NDA. This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains LUMA's findings on temporary generation interconnected at Costa Sur and Aguirre and lists the technical requirements proponents must meet for transmission, protection, SCADA and substation work.	September 17, 2026
September 17 th Exhibit 1	Pages 124-125	Costa Sur Site Visit	Confidential Information under Section 2 of the 3PPO NDA. This document was received from the 3PPO pursuant to the 3PPO NDA. It contains	September 17, 2026

Document	Pages, Figures in which Confidential Information is Found, as applicable	Description	Reasons and Summary of Legal Basis for Confidentiality Protection	Date Filed
			notes/observations on the April 8 th , 2025, Costa Sur site visit	
September 17 th Exhibit 1	Pages 126-132	LUMA's Technical Review Summary of a Proponent's Interconnection Plan Proposal	Confidential Information under Section 2 of the 3PPO NDA. This document was provided to the 3PPO pursuant to the 3PPO NDA. It contains LUMA's review and comments for each section of the proponent's Interconnection Plan Proposal.	September 17, 2026

26. As stated previously, LUMA submits, as **Exhibit B** herein, a public version of the September 17th Exhibit 1 in which the information identified above is redacted. LUMA respectfully requests the Energy Bureau to accept **Exhibit B** herein as the redacted/public version of the September 17th Exhibit 1.

WHEREFORE, LUMA respectfully requests that the Energy Bureau **take notice** of the aforementioned; accept the corrected version of September 17th Exhibit 1 included **Exhibit A** herein which has a corrected index of such Exhibit, in substitution of the September 17th Exhibit 1; **accept** this Memorandum of Law in support of confidential treatment of the September 17th Exhibit 1 and its corrected version herein in **Exhibit A**; **grant** the request herein to keep the confidential portions of the September 17th Exhibit 1, as corrected; and **accept** the redacted/public version of the September 17th Exhibit 1, as corrected, as **Exhibit B** to this motion.

RESPECTFULLY SUBMITTED.

In Guaynabo, Puerto Rico, this 27th day of September 2026.

We hereby certify that we filed this Motion using the electronic filing system of this Energy Bureau and that electronic copies of this Motion will be notified via email to PREPA, via Alexis Rivera, alexis.rivera@prepa.pr.gov, and through its counsel of record Mirelis Valle Cancel, mvalle@gmlex.net, and Natalia Zayas Godoy, nzayas@gmlex.net, Ruben Huertas Morales, erhuertas@eragroupllc.com, Rodrigo Altieri Cartagena, raltieri@eragroupllc.com, and to Genera PR LLC, through its counsel of record Luis R. Roman-Negron, lrn@roman-negron.com; legal@genera-pr.com; regulatory@genera-pr.com.



DLA Piper (Puerto Rico) LLC

B-7 Tabonuco St.
Suite 1501
Guaynabo, PR 00968-3349
Tel. 787-945-9147 / 9109
Fax 939-697-6141 / 6190

/s/ Laura T. Rozas

Laura T. Rozas
RUA Núm. 10,398
laura.rozas@us.dlapiper.com

/s/ Emmanuel Porro González

Emmanuel Porro González
RUA Núm. 23,704
Emmanuel.porrogonzalez@us.dlapiper.com

Exhibit A

Corrected Version of September 17th Exhibit 1

[Confidential document, submitted under seal]

Exhibit B

Redacted/Public Version of the September 17th Exhibit 1 (as corrected)

Priority Stabilization Plan

NEPR-MI-2024-0005

Response to September 10, 2026,
Request

September 28, 2026



Index Exhibit_A

Name of the Document	Page #
01._Invoice 172 - Power Expectations (Aguirre Temporary Power Generation) (SIS) 2026-7-2	4 to 5
02._Reconciliation of Funds and Study Costs	6
03._RFP_Costa_Sur__Aguirre_R1_3	7 to 25
04._Interconnection Study Process _3PPO_Power Expectations 1	26 to 27
05._Aguirre 230kV-SLD	28
06._ 2nd RFP Launch Technical Proposal LUMA	29 to 41
07._ San Juan SP 115 kV Switchyard	42 to 44
08._ San Juan Temporary Generation with Network Upgrades Power Flow Report	45 to 77
09._ Q&A Responses-Aguirre 115kV-SLD	78
10._ Q&A Responses-Aguirre 230kV-SLD	79
11._ Q&A Responses-Aguirre Power Plant Complex Maps LUMA	80 to 85
12._ LUMA 6 18 25 responses to 3PPO	86 to 92
13._PX Interconnection Plan	93 to 98
14._ Q 63 and Q120 Aguirre Power Plant Complex Maps LUMA	99 to 104
15._ Q 63 and Q120 Costa Sur Power Plant Complex Maps LUMA	105 to 110
16._ Q 138 Costa Sur 115 kV-SLD1	111
17._ Q 138 Costa Sur 230 kV-SLD	112
18._ Q 140 Aguirre 115kV-SLD	113
19._ Q 140 Aguirre 230kV-SLD	114
20._ Q 147_115kVCostaSur	115
21._ Q138 Costa Sur 115 kV-SLD2	116
22._ Q147_230kVCostaSur	117
23._ LUMA's Engineering Requirement for RFP	118 to 122
24._ Powership Gen - Costa Sur 115 kV Genera Proposal Texaco	123
25._ Costa Sur Field Visit 4-8-2025	124 to 125
26._ PX Interconnection Plan Review 6.18.2025 LUMA responses for 3PPO	126 to 132
27. Emergency Offshore Power Interconnection Assessment	133 to 146

[Page left intentionally blank]

Invoice #172

July 02, 2026

Power Expectations, LLC

PO Box 4983

Carolina, PR, 00984-4983

Attention: Landon Gallagher

Email: lgallagher@powerexpectations.com

Aguirre Temporary Power Generation 400 MW

System Impact Study

Item Description: LUMA ENERGY will assess the impact on the energy system of adding the integration of temporary aeroderivative generation at the Aguirre Power Generation Plant proposed by Power Expectations. The proponent has submitted a request to inject 400 MW to the grid.

*** The proponent shall submit an Interconnection Application Form, accompanied by the required PSS/E models, to execute the load flow evaluations and the assessment of the project's compliance with the Minimum Technical Requirements (MTR). Additionally, the proponent shall provide a PSCAD model and the corresponding technical report.

Scope of Work

The Scope of Services for this restudy is described below:

- 1. Validation of Submitted Documents & Files for completeness:** PSS/E Steady state and Dynamic Modeling Files, Short Circuit Information, and MTR Compliance Strategy Report.
- 2. System Impact Study (SIS) and MTRs Compliance Report:** This study will include the results of several analyses, including a steady-state load flow assessment using a PSS/E model of the Transmission System to determine whether the Emergency Temporary Power Generation installation may cause thermal overloads. In summary, the scope includes steady-state thermal and voltage analysis, short-circuit analysis, and short-circuit ratio evaluation. The study will also include an assessment of the project's compliance with the Minimum Technical Requirements (MTR). Please note that LUMA ENERGY considers the MTR compliance assessment to be a schedule risk, as it depends on the proponent's timely response to any revision requests raised throughout the process.

3. **Contract and Project Management** - Perform comprehensive contract oversight. Assist in resolving contractual issues by monitoring change requests, clarifying contract terms, and escalating discrepancies for management review as needed. Develop and maintain project schedules, milestones, and critical path activities, ensuring timely progress and identifying risks or delays that may impact project delivery. Coordination with LUMA internal stakeholders for the timely resolution of issues.

Note: LUMA Energy considers the MTR compliance assessment to be a schedule risk, dependent on the proponent's timely response to any revisions requested throughout the process.

Estimated time for execution: 10 weeks after receipt of all required data and upon payment receipt.

Total

\$250,000.00

Notes / Terms:

1. Payment due upon receipt of this invoice. Please provide confirmation of payment to janices.lopezrodrigu@lumapr.com and fradiel.perez@lumapr.com.

2. Facility Studies are not part of this cost estimate.

3. This invoice is valid for a period of sixty (60) days from the date of receipt.

4. Wire Instructions Payment:

Entity Name: LUMA ENERGY LLC

Entity Physical Address: PO BOX 364267 San Juan, Puerto Rico 00936-4267

Bank Name for the wire: Banco Popular de Puerto Rico

Bank Account Name: Autoridad de Energía Eléctrica

Entity Name: LUMA ENERGY LLC

Entity Physical Address: 1250 Av. Juan Ponce de León, San Juan, 00907, Puerto Rico

Bank Name for the wire: First Bank Puerto Rico

Bank Physical Address: PONCE DE LEON AVENUE,1519, PDA 23, FLOOR 9, SAN JUAN, Puerto Rico 00923

Bank Account Number: [REDACTED]

Bank Account Routing Number: [REDACTED]

Swift: [REDACTED]



Sum of Burden Cost		Period Year				
Project Number	Name	2025		2026		Grand Total
15N007190000	800 MW Interconnection	\$	104,923.75	\$	165,965.48	\$ 270,889.23
15N007190000 Total		\$	104,923.75	\$	165,965.48	\$ 270,889.23
Grand Total		\$	104,923.75	\$	165,965.48	\$ 270,889.23

\$ 270,889.23
\$ 270,889.23
\$ 270,889.23

May 6, 2026

In Re: Interconnection Study Process – For the Emergency Temporary Generation Projects

The following process is sent per your request in relation to the procurement efforts for 10-year emergency generation resources.

Stage 1 – Interconnection Agreement

Function – The Interconnection Agreement defines the interactions between the Interconnection Customer and the System Operator. It defines the costs borne by the Interconnection Customer for the construction and commissioning of the Interconnection Facilities and the Network Upgrades necessary for dispatch readiness.

Stage 2 – Agreed Operating Procedures

Prior to Commercial Operation Date, the parties shall execute the Operational Procedures that will clarify roles and responsibilities, communication protocols, testing requirements and other interactions between the T&D System Operator and Seller.

Stage 3 - System Impact Study (SIS):

Scope

- a. SIS covering shortlisted proposed new resource
- b. Planning horizon (as described in the Interconnection Application)
- c. Thermal and voltage power flow analysis for all proposed interconnection points, including mitigation measures. Consistent with previous LUMA cluster study methodology, as implemented in Tranches.
- d. Short-circuit (SC) study and Minimum Technical Requirements (MTR) model compliance verification for each proposed unit.
- e. Assumes retirement of equivalent (or greater) MW capacity at each site. Developers must provide all requested interconnection data prior to study commencement. See details below.

Key Outputs

- a. Voltage & Thermal analysis with mitigations
- b. Short Circuit (SC) study results
- c. MTR Model checkup & validation
- d. Class 5 cost estimate of network upgrades
- e. SIS results for Seller

Information Required:

- a. Final proposal information, including location and size (capacity).
- b. Completed Interconnection Application – already provided to P3A
- c. PSS/e Mathematical Model in version 36, for both power flow and dynamic study. The latter is required for MTR verification.

Estimated Cost & Duration:

\$552,000 | 16 weeks (this is only the system impact study – Stage 3; *Stage 4 will require additional costs and time – tbd - pending project specific information*)

II. Stage 4 - Facilities Studies of the Point of Interconnection

Key Outputs

- a) Point of Interconnection Facility Study – general arrangement, general bill of material and infrastructure analysis.
- b) Network Upgrade Facility Study - general arrangement, general bill of material and infrastructure analysis.
- c) Class 3 estimate of infrastructure

Estimated Cost & Duration: Stage 4 - \$ and weeks tbd project specific information

The cost and schedule information outlined in this Interconnection Study Process Overview is consistent with structures used in previous interconnection processes administered by other government entities and aligns with practices in comparable jurisdictions, already reflecting expedited timelines.

We remain committed to supporting both RFP processes and will continue coordinating closely with Seller and 3PPO to ensure clarity, transparency, and timely progress throughout all stages of the interconnection evaluation.

Emergency Offshore Power Interconnection Assessment

3/21/2025



TABLE OF CONTENTS

1	INTRODUCTION	3
1.1	ASSESSMENT SCOPE AND BACKGROUND.....	3
1.1.1	Part 1: Transmission System Model Updates	4
1.1.2	Part 2: Interconnection Assessment	4
1.2	CAVEATS AND LIMITATIONS OF THIS REPORT	4
2	EMERGENCY OFFSHORE POWER - LIST OF SCENARIOS	5
3	CASE MODEL UPDATES AND ASSUMPTIONS.....	5
3.1	CASES AND ASSUMPTIONS	5
3.2	Generation Dispatch	6
3.2.1	Night-peak Base Case Dispatch.....	6
3.3	Interconnection Assessment Files	7
4	EMERGENCY OFFSHORE POWER INTERCONNECTION ASSESSMENT	8
4.1	STEADY-STATE THERMAL ANALYSIS.....	8
4.2.1	PSS/E Steady-state Models	8
4.2.2	Steady-state Contingencies.....	9
4.2.3	Network Upgrades Criteria	9
5	INTERCONNECTION ASSESSMENT RESULTS	9
5.1	STEADY-STATE CONTINGENCY ANALYSIS RESULTS.....	10
5.2	NIGHT CASE RESULTS.....	10
5.2.1	Scenario 1.....	10
5.2.2	Scenario 2.....	11
5.2.3	Scenario 3.....	12
5.2.4	Additional Analysis: Scenario 1 vs Scenario 2	13
5.2.5	Additional Analysis: Scenario 2 vs Scenario 3	13
5.2.6	Additional Analysis: Scenario 1 vs Scenario 3	14

1 INTRODUCTION

The Energy Bureau of Puerto Rico (PREB) issued a Resolution and Order (R&O) on February 27, 2025, compelling LUMA to provide its position on Genera's request for Expedited approval of Emergency Generation Interconnection. LUMA presented its position on March 6, 2024, stating the need for a thorough evaluation on the technical challenges of locating the proposed generation, consistent with any other generation asset to be interconnected to the system.

PREBs issued an R&O on March 12, 2025, ordering LUMA to undertake necessary studies to assess the impact of the integration of Emergency Generation Power, as proposed by Genera. This report presents an assessment of the interconnection impact, based on the limited available information provided by the proponent.

1.1 ASSESSMENT SCOPE AND BACKGROUND

LUMA's Resource Adequacy Analysis has consistently identified a deficit in available operational generation that has been compounded by the recent catastrophic failure of Aguirre 1 unit. This scenario foresees a significant increase in load shedding events for the upcoming summer and peak demand season. As part of Genera's response to mitigate this issue, it has been proposing the temporary use of power barges, which will be located in critical transmission centers with access to the proposed offshore generation.

The analysis undertaken by LUMA, considers the evaluation of two (2) generation assets being located at Aguirre 230 kV and Costa Sur 115 kV, where proponent has already identified the potential physical space for installation of power barges.

As the initial step in the evaluation of interconnection, the planning team performed an assessment to identify thermal violations caused by the integration of the Emergency Offshore Power projects into Puerto Rico's electric grid. A map of the proposed project location and technology of the Emergency Offshore Power project is presented in Figure 1.



Figure 1 Map Showing the Location of the Proposed BESS for Emergency Offshore Power

This report summarizes the results for the integration of the Emergency Offshore Power proposed into Puerto Rico’s power grid system. The assessment is structured in **two** parts, as summarized below:

- **Part 1—Transmission System Model Conditioning:** Updates to the Puerto Rico electric transmission system PSS/E models to reflect the following, based on the needs of the assessment:
 - Recent grid topology changes.
 - Changes to the existing generation to accommodate the proposed generation.
 - Changes or updates to equipment MVA rating updates.
 - Include the Emergency Offshore Power projects.
- **Part 2—Interconnection Assessment:** Perform a steady-state electrical load flow analysis using Siemens’ Power System Simulator for Engineering (PSS/E) to identify thermal overloads caused by the integration of the Emergency Offshore Power projects. Based on thermal overload results, network upgrades needed to alleviate the observed overloads might need to be proposed and further evaluated. The identification of network upgrades is not part of the scope of this assessment.

Given the limited information of the proposed generation, such as lack of certainty in nameplate capacities and main power transformer (MPT) information, LUMA developed several reasonable scenarios to be considered, and applied transmission planning standards and best practices to perform this assessment.

1.1.1 Part 1: Transmission System Model Updates

Grid topology and equipment rating updates were made to the PSS/E transmission system models. These updates include equipment in-service or out-of-service status (as applicable) and equipment MVA ratings. LUMA has collected field data for transmission lines and transformers. The transmission modeling group used this data to update and provide the year 2025 night-peak PSS/E models. The models include system updates and new projects in service by the year 2025. The transmission and sub-transmission system single line diagrams, along with field data from LUMA’s Operation, were also used to update the PSS/E model to represent the power system’s transmission network topology accurately.

1.1.2 Part 2: Interconnection Assessment

An assessment was carried out to identify potential overloads caused by the integration of the Emergency Offshore Power projects. To evaluate these conditions, steady-state contingency analysis during night-peak loading conditions was conducted, and overloaded facilities were identified.

The results from the assessment were used to identify network violations that would require further analysis for mitigation, in the form of Network Upgrades. The contingencies were applied in the pre- and post-project cases for night-peak scenario to compare thermal results between cases. These results were filtered using screening criteria outlined in Section 4.2.3 to flag facilities that the Emergency Offshore Power projects integration would impact. If a facility met certain criteria, they were identified as impacted facilities that would require network upgrades before the interconnection of the associated Emergency Offshore Power projects. The impacted facilities are presented in the interconnection assessment results section of this report.

1.2 CAVEATS AND LIMITATIONS OF THIS REPORT

The main objective of this evaluation is to provide an assessment of the impact of integrating a total of 800 MW of temporary base generation into the system. Given the limitations in available information and

time constraints, only a thermal analysis has been performed. The result of this analysis is the identification of overloaded circuit elements, either by worsening pre-existing conditions or new issues caused by the installation of the proposed generation. This information is useful in understanding potential network violations and eventually, presenting mitigations via network upgrades. The report scope does not include recommendations for network upgrades.

It is also relevant to the fact that, like any other given large-scale generation asset, a thorough System Impact Study (SIS) is recommended to be executed. The SIS expands into additional critical areas to be considered, such as voltage analysis and short-circuit analysis. Voltage analysis provides system-impact related information that could further show additional violations under contingency conditions. The short-circuit analysis is essential to ensure protection of equipment from damage and properly rate circuit breakers and protective devices. Both voltage and short-circuit analysis could reveal the need for network upgrades or system modifications.

2 EMERGENCY OFFSHORE POWER - LIST OF SCENARIOS

In the Emergency Offshore Power proposal, two projects were presented to the interconnection evaluation assessment performed by LUMA. The proposals are assumed to be two (2) Emergency Offshore Power, made of either combustion turbines or reciprocating engines. A summary of the projects and the three different scenarios studied are provided in Tables 2-1, 2-2 and 2-3.

Table 2-1. Scenario 1 - Itemized Project List for the LUMA Emergency Offshore Power Assessment

Scenario	Project Name	Project Size (MW)	Interconnection Substation Name (POI)	Voltage (kV)
1	Aguirre Power Barge	400	Aguirre TC	230
	Costa Sur Power Barge	400	Costa Sur TC	115

Table 2-2. Scenario 2 - Itemized Project List for the LUMA Emergency Offshore Power Assessment

Scenario	Project Name	Project Size (MW)	Interconnection Substation Name (POI)	Voltage (kV)
2	Aguirre Power Barge	600	Aguirre TC	230
	Costa Sur Power Barge	200	Costa Sur TC	115

Table 2-3. Scenario 3 - Itemized Project List for the LUMA Emergency Offshore Power Assessment

Scenario	Project Name	Project Size (MW)	Interconnection Substation Name (POI)	Voltage (kV)
3	Aguirre Power Barge	800	Aguirre TC	230
	Costa Sur Power Barge	0	Costa Sur TC	115

3 CASE MODEL UPDATES AND ASSUMPTIONS

3.1 CASES AND ASSUMPTIONS

The following cases and assumptions were developed by LUMA transmission planning and interconnection groups and were used to perform the assessment for the Emergency Offshore Power project:

- Year 2025 night-peak cases were used for this assessment.
 - Existing PV units were dispatched at 0% on the night-peak case. Existing wind power projects were dispatched at 17% on the night-peak case. No tranche projects were modeled in the night-peak case, since none are expected to be operational by 2025.
 - In the night-peak case, Emergency Offshore Power projects are modeled at 100% MW output, simulating the evening peak in Puerto Rico, which is after sunset.
 - Three study cases were developed and used for this assessment.
 - Aguirre Power Barge injecting 400 MW and Costa Sur Power Barge injecting 400 MW.
 - Aguirre Power Barge injecting 600 MW and Costa Sur Power Barge injecting 200 MW.
 - Aguirre Power Barge injecting 800 MW and Costa Sur Power Barge injecting 0 MW.
- There are no PSS/E models of the Emergency Offshore Power project submitted. The generators are assumed to be power injections, at their specified point of interconnection.

3.2 Generation Dispatch

This subsection contains a summary of the generation dispatch used in the Emergency Offshore Power base case and study models. The methods used to re-dispatch existing generations into the models to accommodate new Emergency Offshore Power projects are described below. The re-dispatch scenario used in the assessment is designed to accommodate all the Emergency Offshore Power generation.

3.2.1 Night-peak Base Case Dispatch

Table 3-1 shows a summary of the generation in the 2025 night-peak base case and Emergency Offshore Power study cases with 100% output of projects for the 3 scenarios studied. Table 3-1 further shows the detailed generators being dispatched.

Table 3-1. Dispatch Summary of Emergency Offshore Power Night-peak Cases

Bus #	Bus Name	Base Case	Study Case 1	Study Case 2	Study Case 3
		Capacity (MW)	Capacity (MW)	Capacity (MW)	Capacity (MW)
837	AERO MAY #2	57.1	52.9	50	50
838	AERO MAY #3	28.6	26.5	25	25
839	AERO MAY #4	28.6	26.5	25	25
871	AES 1	256	271	256	256
810	AG.2	377.7	271	256	256
467	AGUTEMP1 800	0	400	600	800
805	C.S.5	349.8	0	0	0
806	C.S.6	171.2	4.9	126.3	127
881	CAMBG2	78	82.6	78	78
882	CAMBG3	78	82.6	78	78
258	CAONILLAS 2	0.6	0.6	4	4
822	CCGAS12	57.1	52.9	50	50
832	CCGAS14	57.1	52.9	50	50
305	CSTEMP 800	0	400	200	0
828	DAGUAOGT	24	22.2	21	21

37	DOS BOCAS	17.3	16	15	15
858	ECOGT1	175	185.2	175	175
859	ECOGT2	175	185.2	175	175
860	ECOSTEAM	216	228.6	216	216
97390	FAJRDO_MV	2.4	2.3	2.3	2.3
288	GARZA HP 1	3.4	3.2	3.2	3.2
852	JOBOS GT	22.8	21.2	21.2	21.2
829	P.S.GAS1 (Temp FEMA)	26.3	24.3	24.3	24.3
830	P.S.GAS2 (Temp FEMA)	27.4	25.4	25.4	25.4
831	P.S.GAS3 (Temp FEMA)	51.4	47.6	47.6	47.6
817	P.SECO1 (Temp FEMA)	20.6	19.1	19.1	19.1
818	P.SECO2 (Temp FEMA)	50.7	47	47	47
819	P.SECO3	180	190.5	180	180
7784	PUNTALIMA_WT	1.9	1.8	1.8	1.8
816	S.JUAN10 (Temp FEMA)	142.8	132.3	117.2	117.2
814	SANJUAN8 (Temp FEMA)	49.7	46	46	46
815	SANJUAN9	100	105.8	100	100
856	SJREPG1	160	169.4	160	160
857	SJREPG2	140.3	0	0	0
811	SJREPST1	57.1	52.9	50	50
812	SJREPST2	48.6	0	0	0
97400	TOABAJA	2.4	2.3	2.4	2.4
6	TORO NEGRO	10.3	9.5	9.5	9.5
1109	TORONEGRO2	0	0	0	0
851	YAB. GAS	19.4	18	17	17
25	YAUCO 2	4.6	4.2	4.2	4.2
Total		3269.2	3284.4	3278.5	3279.2

3.3 Interconnection Assessment Files

The following files were used for the Emergency Offshore Power Interconnection Assessment. PSS/E V34 was used for steady-state and contingency analysis.

Table 3-3. Files Used in the Emergency Offshore Power Interconnection Assessment

File Name	Description
2025_LUMA_NPK_V3_07122024_TempBarges_SCADA_GEN+FIX_3200-BC	Original LUMA PSSE V34 night-peak base case
2025_LUMA_NPK_V3_07122024_TempBarges_SCADA_GEN+FIX_L 2800-G2700+800	Assessment Team-modified PSSE V34 night-peak study case

4 EMERGENCY OFFSHORE POWER INTERCONNECTION ASSESSMENT

The methodology and criteria used to complete the Emergency Offshore Power Interconnection Assessment are described in this section. The assessment consists of a steady-state thermal contingency analysis to flag potential impacts with the integration of Emergency Offshore Power projects on the LUMA's transmission system. To address the unique aspects of this assessment, LUMA set forth a set of criteria to investigate the impact of the projects on the transmission system. These criteria are described in the subsections below.

Modeling and analysis for the Emergency Offshore Power Interconnection Assessment was performed using Siemens' PSS/E transmission planning and analysis software.

4.1 STEADY-STATE THERMAL ANALYSIS

Steady-state thermal modeling and analysis of the Emergency Offshore Power projects were performed using PSS/E. The methodology and criteria used in the steady-state analysis are provided in the subsections below.

4.2.1 PSS/E Steady-state Models

The transmission power flow models used in the analysis represent peak conditions for night hours. The cases used are:

- Base Case (Pre-Project)
2025_LUMA_NPK_V3_07122024_TempBarges_SCADA_GEN+FIX_3200-BC
- Study Case (Post-Project)
2025_LUMA_NPK_V3_07122024_TempBarges_SCADA_GEN+FIX_L2800-G2700+800

4.2.1.1 Pre-project Case and Post-project Case Definitions

The above 2025 night-peak case is defined as the pre-project case. The post-project case is developed after adding the Emergency Offshore Power projects and conducting a re-dispatch of thermal and conventional generation fleet units. There are three (3) post-project cases, one for each scenario, as described in Section 2.

4.2.1.2 Post-project Night Case Definition

In the post-project night case, Emergency Offshore Power projects were integrated and dispatched at 100% of their capacity, which are defined by each scenario. To accommodate the dispatch of the new projects during night periods, existing generation units were re-dispatched by either reducing their generation or turning them off.

4.2.1.3 Proponent PSS/E Facility Model Modifications

The proponent did not provide a PSS/E model for their facilities. Therefore, reasonable assumptions and modifications were made to proceed with the work. In this case, generators were modeled as simple power injections to their respective proposed point of interconnection.

4.2.2 Steady-state Contingencies

Steady-state contingency files were created for the Emergency Offshore Power Assessment. Over 1,100 contingencies aligning with the transmission planning standard were used in the contingency assessment. These contingencies were used in the steady-state analysis to monitor power flow changes between the pre-project and post-project cases to identify network upgrades necessary to reliably integrate the new Emergency Offshore Power projects into the electric grid. Steady-state power flow analysis was performed with PSS/E to identify thermal violations throughout the network. The following contingency (N-1) scenarios—as defined by the transmission planning standard—were considered:

- P1-1: Loss of generator
- P1-2: Loss of transmission circuit
- P1-3: Loss of transformer

The above contingencies were created for all equipment and generators connected at 230 kV, 115 kV, and 38 kV. Multiple contingencies (P4: fault plus stuck breaker and P7: common structure) were not studied.

4.2.3 Network Upgrades Criteria

The steady-state contingency analysis was used to flag potential impacted facilities caused by the integration of Emergency Offshore Power projects. The contingencies were applied in the pre-project and post-project cases for night-peak scenario to compare branch loading results between cases. The assessment results that meet the following criteria were flagged and will be considered for further assessment and network upgrades. The equipment rating used to flag violations caused by Emergency Offshore Power project integration is Rating B (long-term overload) for all facilities in the model.

Screening criteria applied to thermal contingency analysis results:

- **Criterion #1:** If the pre-project case facility loading is below 100% and the post-project case facility loading is above 100%, the facility is flagged.
- **Criterion #2:** If the pre-project case facility loading is above 100% and the post-project case facility overloading increases by more than 3%, the facility is flagged.

Criterion #1 identifies new violations, while Criterion #2 identifies existing facility incremental overloads caused by the new generator facilities.

5 INTERCONNECTION ASSESSMENT RESULTS

The Emergency Offshore Power Interconnection Assessment consists of steady-state contingency analysis. The results from the assessment are used to identify system thermal violations following the integration of the Emergency Offshore Power projects.

The steady-state criteria used to identify violations are described in Section 4.2.4. The rating used to flag a network upgrade caused by Emergency Offshore Power projects integration is Rating B for all transmission facilities in the model. The facilities that met the criteria were identified as impacted facilities that will need further investigation and potential network upgrade before the interconnection of Emergency Offshore Power projects.

5.1 STEADY-STATE CONTINGENCY ANALYSIS RESULTS

The interconnection assessment's steady-state contingency analysis was used to assess potential violations related to the integration of the Emergency Offshore Power projects to the grid. Table 5-1 shows a summary of the transmission facilities impacted by the integration of the Emergency Offshore Power projects.

5.2 NIGHT CASE RESULTS

This section contains the contingency analysis overloads found in the night case.

5.2.1 Scenario 1

The night case thermal loading results for Scenario 1 are specified in **Table 5-2**. The violations are identified under both Criteria's #1 and #2. Criterion #1, where violations do not exist in the pre-project steady-state contingency analysis and become a violation after the Emergency Offshore Power project is added in the post-project case and Criterion #2 where violations exist in the pre-project steady-state contingency analysis but increases by more than 3%.

Table 5-2. Thermal Loading Results for Scenario 1 in Emergency Offshore Power Night-peak Case

Monitored Element	Line/Facility	400+400 MW Contingency (N-1)	Rate (MVA)	AC Loading (%)			Criteria
				Actual (3200 MW) Loading %	400+400MW (3200MW Load) Loading %	Difference (Actual - New Load)	
L-1500 Once de Agosto - Sabana Grande TO	1500	L-700 Costa Sur SP - Yauco 2 HP	20	218.35	244.91	12%	2
L-7900 Juana Díaz TC - Toro Negro 1 HP	7900	Juana Díaz TC 115/38 kV #1	20	191.85	201.38	5%	2
L-1200 San German TC - Yauco 2 HP (Sabana Grande N.O.)	1200	San German TC 115/38 kV #1	20	187.54	196.78	5%	2
L-9300 Juncos TC - San Lorenzo TO	9300	Caguas TC Sub Xmer	19.7	186.26	193.71	4%	2
L-3700 Jobos TC - Maunabo TC	3700	L-3700 Humacao TC - Maunabo TC	21	174.36	178.94	3%	2
L-300 Toro Negro 1 HP - Juana Díaz TC	300	Juana Díaz TC 115/38 kV #1	20	169.7	178.43	5%	2
L-700 Costa Sur SP - Yauco 2 HP	700	San German TC 115/38 kV #1	42	162.29	169.27	4%	2
L-18000 Juana Díaz TC - (17900 NO)	18000	Juana Díaz TC 115/38 kV #1	20	129.62	135.32	4%	2
L-7300 Baldrich Sect. - San Jose TO	7300	Hato Rey TC 38 kV Tie	20	120.78	128.05	6%	2
L-37200 Añasco TC - Mayagüez TC	37200	Mora TC 230/115 kV #1	130.7	115.76	120.77	4%	2
L-3600 Villamar Sect. - Llorens Torres Sect.	3600	L-6700 Martin Peña TC - Seboruco TO	40	124.44	120.72	3%	2
L-41000 Yabucoa TC - Humacao TC	41000	L-36300 Humacao TC - Yabucoa TC	207.7	98.95	114.77	16%	1

L-13400 Acacias TC - San German Sect.	13400	L-13400 Acacias TC - San German Sect.	20.3	109.58	114.72	5%	2
L-41200 Sabana Llana TC - Canóvanas TC	41200	L-36800 Sabana Llana TC - Canovanas TC	145.4	110.14	113.78	3%	2
L-36800 Sabana Llana TC - Canóvanas TC	36800	L-41200 Sabana Llana TC - Canovanas TC	145.4	109.57	113.19	3%	2
L-6500 Toro Negro 1 HP - Barranquitas TC	6500	Juana Díaz TC 115/38 kV #1	20	98.96	110.23	11%	1
L-36300 Yabucoa TC - Humacao TC	36300	L-41000 Humacao TC - Yabucoa TC	214.8	92.81	107.03	15%	1
L-17400 Berwind TC - Mall of San Juan Sect.	17400	Hato Rey TC 38 kV Tie	49.4	102.94	105.83	3%	2
Acacias TC Sub Xmer	Transformer	L-39800 Acacias TC - Mayaguez GP	24	102.58	105.37	3%	2
Monacillos TC 115/38 kV #2	Transformer	Monacillos TC 115/38 kV #3	100	106.75	101.67	5%	2
L-37200 Añasco TC - Victoria TC	37200	Mora TC 230/115 kV #1	137.4	96.86	101.29	5%	1
L-9300 Juncos TC - San Lorenzo TO	9300	L-9300 Juncos TC - San Lorenzo TO	19.7	93.42	101.02	8%	1

5.2.2 Scenario 2

The night case thermal loading results for Scenario 2 are specified in **Table 5-3**. The violations are identified under both Criteria's #1 and #2. Criterion #1, where violations do not exist in the pre-project steady-state contingency analysis and become a violation after the Emergency Offshore Power project is added in the post-project case and Criterion #2 where violations exist in the pre-project steady-state contingency analysis but increases by more than 3%.

Table 5-3. Thermal Loading Results for Scenario 2 in Emergency Offshore Power Night-peak Case

Monitored Element	Line/Facility	200+600 MW Contingency (N-1)	Rate (MVA)	AC Loading (%)			Criteria
				Actual (3200 MW) Loading %	200+600MW (3200MW Load) Loading %	Difference (Actual - New Load)	
L-1500 Once de Agosto - Sabana Grande TO	1500	L-700 Costa Sur SP - Yauco 2 HP	20	218.35	228.99	5%	2
L-9300 Juncos TC - San Lorenzo TO	9300	Caguas TC Sub Xmer	19.7	186.26	194.99	5%	2
L-1200 San German TC - Yauco 2 HP (Sabana Grande N.O.)	1200	San German TC 115/38 kV #1	20	187.54	193.96	3%	2
L-3700 Jobos TC - Maunabo TC	3700	L-3700 Humacao TC - Maunabo TC	21	174.36	179.37	3%	2
L-700 Costa Sur SP - Yauco 2 HP	700	San German TC 115/38 kV #1	42	162.29	167.82	3%	2
L-7300 Baldrich Sect. - San Jose TO	7300	Hato Rey TC 38 kV Tie	20	120.78	130.19	8%	2

L-41000 Yabucoa TC - Humacao TC	41000	L-36300 Humacao TC - Yabucoa TC	207.7	98.95	115.45	17%	1
L-3600 Villamar Sect. - Llorens Torres Sect.	3600	L-6700 Martin Peña TC - Seboruco TO	40	124.44	114.41	8%	2
L-36300 Yabucoa TC - Humacao TC	36300	L-41000 Humacao TC - Yabucoa TC	214.8	92.81	107.52	16%	1
L-17400 Berwind TC - Mall of San Juan Sect.	17400	Hato Rey TC 38 kV Tie	49.4	102.94	106.88	4%	2
L-6500 Toro Negro 1 HP - Barranquitas TC	6500	Juana Díaz TC 115/38 kV #1	20	98.96	105.46	7%	1
L-9300 Juncos TC - San Lorenzo TO	9300	L-9300 Juncos TC - San Lorenzo TO	19.7	93.42	101.46	9%	1

5.2.3 Scenario 3

The night case thermal loading results for Scenario 3 are specified in **Table 5-4**. The violations are identified under both Criteria's #1 and #2. Criterion #1, where violations do not exist in the pre-project steady-state contingency analysis and become a violation after the Emergency Offshore Power project is added in the post-project case and Criterion #2 where violations exist in the pre-project steady-state contingency analysis but increases by more than 3%.

Table 5-4. Thermal Loading Results for Scenario 3 in Emergency Offshore Power Night-peak Case

Monitored Element	Line/Facility	800+0 MW Contingency (N-1)	Rate (MVA)	AC Loading (%)			Criteria
				Actual (3200 MW) Loading %	800+0MW (3200MW Load) Loading %	Difference (Actual - New Load)	
L-1500 Once de Agosto - Sabana Grande TO	1500	L-700 Costa Sur SP - Yauco 2 HP	20	218.35	234.78	8%	2
L-7900 Juana Díaz TC - Toro Negro 1 HP	7900	Juana Díaz TC 115/38 kV #1	20	191.85	197.98	3%	2
L-9300 Juncos TC - San Lorenzo TO	9300	Caguas TC Sub Xmer	19.7	186.26	197.23	6%	2
L-300 Toro Negro 1 HP - Juana Díaz TC	300	Juana Díaz TC 115/38 kV #1	20	169.7	175.27	3%	2
L-13400 Acacias TC - San German Sect.	13400	San German TC 115/38 kV #1	20.3	167.17	171.58	3%	2
L-700 Costa Sur SP - Yauco 2 HP	700	San German TC 115/38 kV #1	42	162.29	166.86	3%	2
L-18000 Juana Díaz TC - (17900 NO)	18000	Juana Díaz TC 115/38 kV #1	20	129.62	133.36	3%	2
L-7300 Baldrich Sect. - San Jose TO	7300	Hato Rey TC 38 kV Tie	20	120.78	132.56	10%	2
L-41000 Yabucoa TC - Humacao TC	41000	L-36300 Humacao TC - Yabucoa TC	207.7	98.95	118.24	19%	1
L-6500 Toro Negro 1 HP - Barranquitas TC	6500	Juana Díaz TC 115/38 kV #1	20	98.96	113.28	14%	1
L-36300 Yabucoa TC - Humacao TC	36300	L-41000 Humacao TC - Yabucoa TC	214.8	92.81	110	19%	1

L-17400 Berwind TC - Mall of San Juan Sect.	17400	Hato Rey TC 38 kV Tie	49.4	102.94	108.87	6%	2
L-9300 Juncos TC - San Lorenzo TO	9300	L-9300 Juncos TC - San Lorenzo TO	19.7	93.42	103.71	11%	1

5.2.4 Additional Analysis: Scenario 1 vs Scenario 2

The night case thermal loading results for Scenario 1 vs Scenario 2 are specified in **Table 5-5**. The violations are identified under Criteria #2 where violations exist in the pre-project steady-state contingency analysis but increases by more than 3%.

Table 5-5. Thermal Loading Results for Scenario 1 vs Scenario 2 in Emergency Offshore Power Night-peak Case

Monitored Element	Line/Facility	Contingency (N-1)	Rate (MVA)	AC Loading (%)		
				400+400MW (3200MW Load) Loading %	200+600MW (3200MW Load) Loading %	Difference (Actual - New Load)
L-1500 Once de Agosto - Sabana Grande TO	1500	L-700 Costa Sur SP - Yauco 2 HP	20	244.91	228.99	7%
L-7900 Juana Díaz TC - Toro Negro 1 HP	7900	Juana Díaz TC 115/38 kV #1	20	201.38	195.41	3%
L-300 Toro Negro 1 HP - Juana Díaz TC	300	Juana Díaz TC 115/38 kV #1	20	178.43	172.89	3%
L-37200 Añasco TC - Mayagüez TC	37200	Mora TC 230/115 kV #1	130.7	120.77	117.51	3%
L-3600 Villamar Sect. - Llorens Torres Sect.	3600	L-6700 Martin Peña TC - Seboruco TO	40	120.72	114.41	5%
L-13400 Acacias TC - San German Sect.	13400	L-13400 Acacias TC - San German Sect.	20.3	114.72	111.5	3%
L-6500 Toro Negro 1 HP - Barranquitas TC	6500	Juana Díaz TC 115/38 kV #1	20	110.23	105.46	4%
L-37200 Añasco TC - Victoria TC	37200	Mora TC 230/115 kV #1	137.4	101.29	98.16	3%
L-6500 Aguas Buenas Sect. - Comerio TC	6500	Caguas TC Sub Xmer	20.4	100.89	93.85	7%

5.2.5 Additional Analysis: Scenario 2 vs Scenario 3

The night case thermal loading results for Scenario 2 vs Scenario 3 are specified in **Table 5-6**. The violations are identified under Criteria #2 where violations exist in the pre-project steady-state contingency analysis but increases by more than 3%.

Table 5-6. Thermal Loading Results for Scenario 2 vs Scenario 3 in Emergency Offshore Power Night-peak Case

Monitored Element	Line/Facility	Contingency (N-1)	Rate (MVA)	AC Loading (%)		
				200+600MW (3200 MW) Loading %	800+0MW (3200MW Load) Loading %	Difference (Actual - New Load)

L-1500 Once de Agosto - Sabana Grande TO	1500	L-700 Costa Sur SP - Yauco 2 HP	20	228.99	234.78	3%
L-6500 Toro Negro 1 HP - Barranquitas TC	6500	Juana Díaz TC 115/38 kV #1	20	105.46	113.28	7%

5.2.6 Additional Analysis: Scenario 1 vs Scenario 3

The night case thermal loading results for Scenario 1 vs Scenario 3 are specified in **Table 5-7**. The violations are identified under Criteria #2 where violations exist in the pre-project steady-state contingency analysis but increases by more than 3%.

Table 5-7. Thermal Loading Results for Scenario 1 vs Scenario 3 in Emergency Offshore Power Night-peak Case

Monitored Element	Line/Facility	Contingency (N-1)	Rate (MVA)	AC Loading (%)		
				400+400MW (3200 MW) Loading %	800+0MW (3200MW Load) Loading %	Difference (Actual - New Load)
L-1500 Once de Agosto - Sabana Grande TO	1500	L-700 Costa Sur SP - Yauco 2 HP	20	244.91	234.78	4%
L-1200 San German TC - Yauco 2 HP (Sabana Grande N.O.)	1200	San German TC 115/38 kV #1	20	196.78	191.86	3%
L-7300 Baldrich Sect. - San Jose TO	7300	Hato Rey TC 38 kV Tie	20	128.05	132.56	4%
L-41000 Yabucoa TC - Humacao TC	41000	L-36300 Humacao TC - Yabucoa TC	207.7	114.77	118.24	3%
L-37200 Añasco TC - Mayagüez TC	37200	Mora TC 230/115 kV #1	130.7	120.77	117.48	3%
L-3600 Villamar Sect. - Llorens Torres Sect.	3600	L-6700 Martin Peña TC - Seboruco TO	40	120.72	116.34	4%
L-6500 Toro Negro 1 HP - Barranquitas TC	6500	Juana Díaz TC 115/38 kV #1	20	110.23	113.28	3%
L-36300 Yabucoa TC - Humacao TC	36300	L-41000 Humacao TC - Yabucoa TC	214.8	107.03	110	3%
L-17400 Berwind TC - Mall of San Juan Sect.	17400	Hato Rey TC 38 kV Tie	49.4	105.83	108.87	3%
L-9300 Juncos TC - San Lorenzo TO	9300	L-9300 Juncos TC - San Lorenzo TO	19.7	101.02	103.71	3%

Exhibit C

3PPO NDA

NON-DISCLOSURE AGREEMENT

(Stakeholder Version: 3PPO to PREPA / LUMA / Genera)

This Non-Disclosure Agreement (“Agreement”) is entered into in connection with the evaluation of proposals received under the Request for Proposals Emergency Temporary Power Generation 3PPO-0314-20-TPG2 (RFP) managed by the Third-Party Procurement Office (“3PPO”). As part of this process, 3PPO, in its role as procurement agent, previously issued non-disclosure agreements to all proponents to protect the confidentiality of their proposals and certain stakeholder information. Now, in order to corroborate and assess the viability of the proposals under consideration, 3PPO, acting on behalf of the Public-Private Partnerships Authority (“P3A”) and in coordination with relevant stakeholders including the Puerto Rico Electric Power Authority (“PREPA”), LUMA Energy Servco, LLC (“LUMA”), and Genera PR LLC (“Genera”) (collectively, the “Stakeholders”), seeks to enter into this mutual non-disclosure agreement with such Stakeholders.

1. Purpose

The purpose of this Agreement is to facilitate the sharing of certain confidential and proprietary information between the 3PPO and the Stakeholders, as defined herein, in order to enable the technical evaluation and viability assessment of the proposals submitted in response to the RFP.

2. Confidential Information

For the purposes of this Agreement, the term “Confidential Information” means any non-public, proprietary, or sensitive information disclosed by either party (“Disclosing Party”) to the other (“Receiving Party”) relating to the RFP and/or the proposals received, whether in written, oral, visual, electronic, or other form. Confidential Information includes, but is not limited to, the content of the proposals, technical specifications, business strategies, operational data, financial information, plans, trade secrets, analysis, assessments, site visit observations, stakeholder feedback, contractual terms, and any information disclosed or made available by or on behalf of proponents or other third parties in the course of the RFP evaluation process.

Confidential Information does not include information that:

- (i) is or becomes publicly available other than through a breach of this Agreement;
- (ii) was lawfully known to the Receiving Party prior to disclosure;
- (iii) is received from a third party not under an obligation of confidentiality; or
- (iv) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.

3. Use and Nondisclosure

The Receiving Party shall use the Confidential Information solely for the purpose of providing technical input on the feasibility of the proposed temporary generation solution, including the evaluation of its compatibility with the facilities under their operation and the receipt of the energy to be delivered. The Confidential Information may only be disclosed to the Receiving Party’s officers, employees, consultants, or advisors (“Representatives”) who have a legitimate need to know such information for this purpose and are bound by confidentiality obligations no less restrictive than those set forth in this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

Disclosure of Confidential Information may be made if required by law, regulation, or court order, provided that the Receiving Party, to the extent legally permitted, gives prior written notice to the Disclosing Party and cooperates in seeking a protective order or other appropriate remedy.

4. Ownership and Rights

All Confidential Information and any derivatives thereof remain the exclusive property of the Disclosing Party or the original source (including proponents). No license, right, or interest in the Confidential Information is granted by this Agreement, except as expressly set forth herein. For clarity, information shared by proponents with the 3PPO that is in turn shared with the Stakeholders remains subject to the original NDA executed between the proponent and 3PPO.

5. Securities Laws

Each party acknowledges that it is aware, and will advise its Representatives, that securities laws in various jurisdictions prohibit any person who possesses material, non-public information from purchasing or selling securities or communicating such information to others under circumstances where it is reasonably foreseeable that such actions may occur.

6. No Representation or Warranty

All Confidential Information is provided “as is” and without representation or warranty, express or implied, as to its accuracy or completeness. Neither party shall be liable for any errors or omissions in the Confidential Information.

7. Equitable Relief

Each party agrees that unauthorized disclosure or use of Confidential Information may result in irreparable harm for which monetary damages would be inadequate, and the Disclosing Party shall be entitled to seek injunctive or equitable relief, in addition to any other legal remedies.

8. Term and Termination

This Agreement shall remain in effect until the execution of a definitive agreement regarding the RFP or until terminated by either party upon thirty (30) days’ written notice. Notwithstanding termination, each party’s obligations with respect to Confidential Information disclosed during the term shall survive for a period of one (1) year from the date of disclosure.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, without regard to its conflict of law provisions.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, discussions, or communications, whether oral or written. No amendment or modification shall be valid unless in writing and signed by both parties.

11. Counterparts

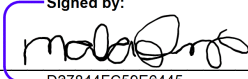
This Agreement may be executed in counterparts, each of which shall be deemed an original and

all of which together shall constitute one and the same instrument. Electronic or scanned signatures shall have the same legal effect as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

THIRD-PARTY PROCUREMENT OFFICE (3PPO)

On behalf of P3A and in coordination with RFP process stakeholders

Signed by:
BY: 
NAME: Mariela Quimones
TITLE: Program Manager
DATE: 8/8/2025

LUMA Energy Servco, LLC

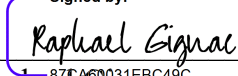
Signed by:
BY: 
NAME: Raphael Gignac
TITLE: VP System Operations
DATE: 8/8/2025

Exhibit D

Power Expectation NDA

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into this 19 day of May, 2025, by and between **Power Expectation LLC**, a limited liability company organized and existing under the laws of the **Commonwealth of Puerto Rico**, and in good standing (hereinafter, the "Disclosing Party"), and **LUMA Energy ServCo LLC**, a limited liability company organized under the laws of the Commonwealth of Puerto Rico and acting as agent of the Puerto Rico Electric Power Authority (PREPA), pursuant to the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement dated June 22, 2020 (hereinafter, the "Receiving Party") (collectively, the "Parties").

WHEREAS, the Disclosing Party has been identified as a recommended proponent under Request for Proposals No. 3PPO-0314-20-TPG for Temporary Emergency Power Generation, issued by the Third-Party Procurement Office (3PPO), and seeks to engage with the Receiving Party's technical and operational teams in connection with a proposed temporary generation solution at the Costa Sur facilities;

WHEREAS, the Receiving Party, as operator of Puerto Rico's transmission and distribution assets and agent of PREPA, is obligated to comply with applicable local and federal laws, including those codified under Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200), and to implement internal controls designed to reasonably ensure the safeguarding of sensitive and proprietary information, in accordance with 2 C.F.R. § 200.303(b);

WHEREAS, the Parties recognize the need to restrict disclosure and limit the use of certain confidential and proprietary information to ensure the integrity of the procurement process and to prevent unauthorized access, distribution, or misuse in violation of federal, Commonwealth, or ethical procurement standards;

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound, the Parties agree as follows:

1. The purpose of this Agreement is to allow for the controlled disclosure of confidential technical, commercial, operational, and strategic information by the Disclosing Party to the Receiving Party solely for the purpose of assessing feasibility, integration, and technical coordination in relation to the proposed generation solution under RFP No. 3PPO-0314-20-TPG. The Receiving Party shall not use such information for any purpose other than as expressly contemplated herein and shall ensure it is not disclosed to any entity that may pose a conflict of interest or violate procurement neutrality requirements under federal or local regulations.
2. "Confidential Information" shall mean any non-public, sensitive, or proprietary data, materials, or information disclosed by the Disclosing Party, whether in oral, written, graphic, electronic, or other tangible or intangible form, and whether or not specifically marked as "confidential," that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, interconnection specifications, engineering data, project timelines, technical studies, cost breakdowns, operating models, and any related documentation.

3. The Receiving Party agrees to maintain all Confidential Information in strict confidence, to protect it from unauthorized disclosure or access using at least the same degree of care that it uses to protect its own confidential and proprietary information, and in no event less than reasonable care. The Receiving Party shall not disclose any Confidential Information to any third party, subsidiary, or affiliated entity not expressly authorized under this Agreement, and shall limit internal access solely to those employees, agents, or contractors who require such access for the limited purpose stated in this Agreement and who are bound by confidentiality obligations consistent with this Agreement.
4. The Receiving Party shall implement appropriate internal controls, recordkeeping measures, and access limitations in accordance with 2 C.F.R. § 200.303(b) and § 200.336 to ensure that all disclosures, data handling practices, and subsequent communications meet applicable standards for safeguarding sensitive information in federally funded projects.
5. The confidentiality obligations herein shall not apply to information which the Receiving Party can demonstrate, by clear and convincing evidence: (a) was lawfully in its possession prior to disclosure without any obligation of confidentiality; (b) becomes generally available to the public through no act or omission of the Receiving Party; (c) is independently developed by the Receiving Party without the use of or reference to the Confidential Information; or (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided that the Receiving Party provides prompt written notice to the Disclosing Party and cooperates with reasonable efforts to seek a protective order or other appropriate remedy.
6. This Agreement shall remain in effect for a period of three (3) years from the last date of disclosure or until such time as the Confidential Information no longer qualifies as confidential under applicable law, whichever occurs first. Upon the Disclosing Party's written request, the Receiving Party shall promptly return or certify destruction of all Confidential Information received, except where retention is required by law or for audit purposes, in which case such retained data shall continue to be protected as confidential.
7. Nothing in this Agreement shall be construed to grant any license, assignment, or transfer of any intellectual property rights, proprietary interest, or rights of use to the Receiving Party in connection with the Confidential Information, except as expressly provided herein.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico and, where applicable, the federal laws of the United States. The Parties consent to the exclusive jurisdiction of the Commonwealth courts in San Juan, Puerto Rico, for any dispute arising from or related to this Agreement.
9. This Agreement constitutes the full and complete understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements or understandings. Any amendments or modifications must be made in writing and signed by duly authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the date first written above.

POWER EXPECTATION LLC

By: Eddie Echevarria

Name: Eddie Echevarria

Title: Chief Executive Officer

Date: May 22, 2025

LUMA ENERGY SERVCO LLC

By: Raphael Gignac (May 19, 2025 15:44 EDT)

Name: Raphael Gignac

Title: VP System Operations

Date: May 19, 2025