

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

NEPR

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IN RE: PUERTO RICO ELECTRIC POWER
AUTHORITY'S PERMANENT RATE

Case No.: NEPR-MI-2020-0001

Memorandum of Law in Support of
Confidentiality of Confidential Motion in
Compliance with Order to Produce Evidence
of Efforts Made by Genera to Engage
Additional Suppliers of Natural Gas and in
Compliance with Resolution and Order of
September 29, 2026

**MEMORANDUM OF LAW IN SUPPORT OF CONFIDENTIALITY OF
CONFIDENTIAL MOTION IN COMPLIANCE WITH ORDER TO PRODUCE
EVIDENCE OF EFFORTS MADE BY GENERA TO ENGAGE ADDITIONAL
SUPPLIERS OF NATURAL GAS AND IN COMPLIANCE WITH RESOLUTION AND
ORDER OF SEPTEMBER 29, 2026**

TO THE PUERTO RICO ENERGY BUREAU:

COMES NOW, GENERA PR, LLC ("Genera"), through its undersigned counsel and, very respectfully, states and prays as follows:

I. INTRODUCTION

1. During the Virtual Technical Conference held on September 28, 2026, the Puerto Rico Energy Bureau ("Energy Bureau" or "PREB") directed Genera to submit, on a confidential basis, information concerning its efforts to engage additional suppliers of natural gas to address Puerto Rico's current generation needs. On September 29, 2026, the Energy Bureau also issued a *Resolution and Order* requiring Genera to produce communications concerning the potential implementation, consideration, negotiation, or invocation of tolling agreement provisions.

2. In compliance with those directives, on September 29, 2026, Genera filed a *Confidential Motion in Compliance with Order to Produce Evidence of Efforts Made by Genera to Engage Additional Suppliers of Natural Gas and in Compliance with Resolution and Order of September 29, 2026* (the “Confidential Motion”), together with Exhibits 1 through 4B. The *Confidential Motion* describes, and the exhibits document, Genera’s ongoing efforts to secure additional or supplemental natural gas supply, as well as Genera’s proposed Master Natural Gas Purchase Contract submitted to the Financial Oversight and Management Board for Puerto Rico (“FOMB”) for review and further approval on October 5, 2026.

3. Confidential treatment is particularly appropriate here, because the Energy Bureau itself directed during the September 28 Technical Conference that this information be submitted on a confidential basis. Genera relied on that express direction in producing sensitive negotiation materials promptly and in full. Public disclosure now would be inconsistent with the framework under which the information was requested and produced and could materially prejudice the very negotiations and procurement efforts the Energy Bureau directed Genera to document.

II. IDENTIFICATION OF CONFIDENTIAL INFORMATION

Document Name and File Date	Pages in which Confidential Information is Found, if applicable	Summary of Legal Basis for Confidential Designation, if applicable	Summary of why each claim or designation conforms to the applicable legal basis for confidentiality
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Confidential Motion in Compliance with Order to Produce Evidence of Efforts Made by Genera to Engage Additional Suppliers of Natural Gas and in Compliance with Resolution and Order of September 29, 2026, with Exhibits 1-4B.	Entire filing	Act No. 57-2014 § 6.15; PREB Confidentiality Policy; OMA § 1.1 and Art. 13; Act No. 17-2019 § 1.10(i); Act No. 80-2011, 10 L.P.R.A. §§ 4131-4133; Rule 513 of Evidence.	The filing reveals active and prospective negotiation in natural gas procurement, supplier communications, pricing and commercial terms, supply quantities and limitations, delivery and infrastructure requirements, technical specifications, procurement strategy, and a draft Master Natural Gas Purchase Contract. Disclosure could expose negotiating positions and bargaining leverage to counterparties and impair competition. PREB expressly directed on September 28 that the information be submitted confidentially. Crowley's proposal is marked confidential; Naturgy imposes confidentiality restrictions; and the Master Contract is marked confidential and for discussion purposes only.
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III. APPLICABLE LAW

1. Act No. 57-2014 and the PREB Confidentiality Policy

Section 6.15 of Act No. 57-2014, 22 L.P.R.A. § 1054n, permits a person required to submit information to the Energy Bureau to request confidential treatment when the information carries a confidentiality privilege. When protection is warranted, the Energy Bureau must safeguard the information in a manner that least affects the public interest, transparency, and the rights of the parties.

The PREB Confidentiality Policy implements that authority and requires the proponent to identify the information claimed to be confidential, state the legal basis for protection, and explain why the designation conforms to that basis.

2. Article 1, Section 1.1 and Article 13 of the OMA

Article 1, Section 1.1 of the OMA defines “Confidential Information” broadly to include information protectable as a trade secret or otherwise confidential, including non-public financial information and projections, market intelligence, business plans and strategies, technical information, vendor information, internal cost data, and terms of contracts with third parties. The Confidential Motion and exhibits fall squarely within those categories because they reveal active supplier discussions, procurement strategy, proposed commercial terms, technical requirements, delivery alternatives, and proposed contractual provisions.

Article 13 establishes the OMA’s confidentiality regime and protects Facility Information and Operator information concerning policies and strategies. It requires reasonable precautions against disclosure and permits necessary disclosure to Governmental Bodies without converting protected information into public information. Therefore, Genera’s production to the PREB does not waive the confidentiality protections otherwise applicable to these materials.

3. Act No. 17-2019

Section 1.10(i) of Act No. 17-2019, 22 L.P.R.A. § 1141i(i), expressly recognizes that transparency obligations in Puerto Rico’s energy sector do not require disclosure of, among other things, ideas concerning negotiations of potential contracts, third-party intellectual property and business secrets, matters subject to confidentiality agreements consistent with the public interest, privileged information, and qualifying security-related information. That protection directly applies to the ongoing supplier negotiations and draft contract materials at issue here.

4. Industrial and Trade Secret Protection Act and Rule 513

Act No. 80-2011 protects non-public compilations, methods, techniques, processes, models, patterns, and commercial information that derive actual or potential economic value or a commercial advantage from not being generally known or readily ascertainable, provided reasonable measures are used to preserve secrecy. 10 L.P.R.A. §§ 4131-4133. Rule 513 likewise recognizes a privilege protecting trade or business secrets and authorizes protective measures when disclosure is otherwise required. 32 L.P.R.A. App. VI, R. 513.

5. The Energy Bureau's September 28 Confidentiality Direction

The circumstances of production reinforce the statutory and contractual grounds for protection. During the September 28, 2026 Technical Conference, PREB expressly directed Genera to submit the requested information on a confidential basis. That direction recognized the sensitivity of the information before it was produced and enabled PREB to obtain candid and complete evidence regarding active procurement efforts without forcing public disclosure of ongoing negotiations. Therefore, protecting the filing is consistent not only with the governing confidentiality authorities, but also with the manner in which PREB itself required the information to be presented.

IV. GROUNDS FOR CONFIDENTIALITY

A. The Motion and Exhibits Reveal Ongoing Contract Negotiations and Procurement Strategy

A review of the *Confidential Motion*, and its attachments, shows that Genera did not merely contact potential suppliers, but it also identifies active and prospective counterparties, describes the status and substance of negotiations, and explains technical and logistical issues that affect the commercial viability of additional LNG supply. The exhibits provide the underlying communications and negotiating materials. Collectively, all the materials in this filing reveal what Genera and PREPA

require, what prospective suppliers have offered, where those offers are deficient, and what contractual structure Genera is pursuing to facilitate additional purchases.

Public disclosure would place existing and prospective suppliers in possession of information that ordinarily would remain confined to the negotiating parties, among others, competing price structures, delivery limitations, technical constraints, and the terms Genera is willing to propose. A counterparty could use that information to modify its own pricing or concessions, or tailor an offer to the disclosed ceiling or structure rather than compete independently. That risk is precisely why OMA §§ 1.1 and 13 and Act No. 17-2019 protect non-public market intelligence, business strategies, vendor information, contract terms, and negotiations of potential contracts.

B. The Exhibits Contain Specific Third-Party Commercial Terms and Confidential Negotiating Materials

Exhibits 1, 2 and 2A document Genera's discussions with Crowley and include a written LNG spot proposal containing a pricing formula, demand and distribution charges, delivery volumes, payment obligations, and other commercial terms. Crowley expressly marked the proposal "CONFIDENTIAL." Exhibits 3 and 3A contain Naturgy communications concerning a potential spot-LNG transaction, including requests and responses regarding technical specifications, delivery points, commercial conditions, tolling and infrastructure considerations, and logistics. Naturgy's communications likewise include express confidentiality restrictions.

Exhibits 4, 4A and 4B concern Genera's proposed Master Natural Gas Purchase Contract approved by the FOMB on October 5, 2026. The draft contract is repeatedly labeled "CONFIDENTIAL DRAFT – FOR DISCUSSION PURPOSES ONLY" and expressly states that its material terms remain subject to negotiation with prospective sellers. It contains proposed provisions governing price, delivery by ISO container, force majeure, risk allocation, dispute resolution, and confidentiality.

C. The Motion Itself Must Remain Confidential Because It Summarizes the Protected Negotiating Information

In the present situation, confidentiality cannot be limited to the exhibits. The body of the *Confidential Motion* identifies the counterparties, describes the timing and status of discussions, summarizes Crowley's proposed delivery method, daily supply limit, charges and prepayment requirement. The *Confidential Motion* also discusses infrastructure compatibility, describes the information exchanged with Naturgy, and explains the status of the proposed Master Natural Gas Purchase Contract. The aforesaid summaries reveal the same protected commercial information contained in the exhibits. Making the Motion public while protecting only the exhibits would therefore defeat the requested protection.

Finally, and no less important, the PREB expressly instructed Genera during the September 28 Technical Conference that the information concerning efforts to engage additional natural gas suppliers would be submitted confidentially. Genera then promptly produced detailed communications, proposals, technical information, and draft contractual materials in reliance on that direction. Maintaining confidentiality preserves the integrity of that process and encourages regulated entities and prospective vendors to provide PREB with complete information without fear that active negotiating positions will immediately be disclosed to the market.

Accordingly, confidential treatment of the Confidential Motion and all of its exhibits is warranted under Section 6.15 of Act No. 57-2014 and the PREB Confidentiality Policy, OMA §§ 1.1 and 13, Act No. 17-2019, the Puerto Rico Industrial and Trade Secret Protection Act, Rule 513, and the Energy Bureau's own September 28, 2026 direction that this information be presented on a confidential basis.

WHEREFORE, Genera respectfully requests that the Energy Bureau grant confidential treatment to the Confidential Motion in Compliance with Order to Produce Evidence of Efforts Made

by Genera to Engage Additional Suppliers of Natural Gas and in Compliance with Resolution and Order of September 29, 2026, together with Exhibits 1 through 4B; maintain the entire filing protected from public disclosure while the negotiations and related procurement processes remain ongoing; restrict access consistent with Section 6.15 of Act No. 57-2014 and the PREB Confidentiality Policy; and grant any other relief that the Energy Bureau deems just and proper.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 8th day of October 2026.

It is hereby certified that this motion was filed using the electronic filing system of this Energy Bureau, and that electronic copies of this Motion will be notified to the following attorneys who have filed a notice of appearance in this case, including: alexis.rivera@prepa.pr.gov; RegulatoryPREBorders@lumapr.com; Emmanuel.porrogonzalez@us.dlapiper.com; laura.rozas@us.dlapiper.com; margarita.mercado@us.dlapiper.com.

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