

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

NEPR

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IN RE: REVIEW OF GENERA PR, LLC
REQUEST TO OPERATE PALO SECO MP
AND MAYAGUEZ CT WITH NATURAL
GAS AS PRIMARY FUEL

Case No.: NEPR-MI-2024-0004

Subject: Memorandum of Law in Support of
Request for Confidential Treatment of
Exhibits A through C.

**MEMORANDUM OF LAW IN SUPPORT OF REQUEST FOR
CONFIDENTIAL TREATMENT OF EXHIBITS A THROUGH C**

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

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

I. INTRODUCTION

1. On October 7, 2026, Genera filed a *Motion to Submit Status Report in Compliance with Resolution and Order Dated September 30, 2026* (the “Status Report”) in response to the Resolution and Order issued by the Puerto Rico Energy Bureau (“Energy Bureau”) on September 30, 2026 (the “September 30 Order”), concerning the four (4) Pratt & Whitney FT8 Swift Pac units located at the Mayagüez Power Plant. In support of the Status Report, Genera submitted the following documents: (a) as Exhibit A, the proposals and Rough Order of Magnitude (“ROM”) estimates that ARG Precision Corp. (“ARG Precision”) issued to Genera for the inspection and repair of gas generators at the Mayagüez Power Plant and the Palo Seco Power Plant (“Exhibit A”); (b) as Exhibit B, the communications between Genera, Mitsubishi Power Aero LLC

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

(“Mitsubishi”), its affiliate Mitsubishi Power Americas, Inc. (“Mitsubishi Power Americas”), and ARG Precision concerning the relevant units and the procurement and performance of the corresponding services (“Exhibit B”); and (c) as Exhibit C, the letter issued by Mitsubishi to Genera regarding its support of ARG Precision for the execution of the relevant work (“Exhibit C”).

2. In the Status Report, Genera submitted Exhibits A through C under seal, requested that the Energy Bureau grant them confidential treatment, and informed that it would submit a separate memorandum of law in support of such request. Pursuant to Section A.2 of the Energy Bureau’s Policy on Management of Confidential Information, CEPR-MI-2016-0009, as amended (the “Policy on Confidential Information”), the producing party must file its memorandum of law within ten (10) days after filing the Confidential Information. Accordingly, Genera respectfully submits the instant Memorandum of Law.

3. At the outset, Genera emphasizes that its request is narrowly tailored. Genera does not seek confidential treatment of the Status Report, which publicly discloses every material fact responsive to the September 30 Order: that Genera has been required to contract with ARG Precision as the exclusive representative of Pratt & Whitney/Mitsubishi for the required services; that Genera’s attempts to procure those services directly from Mitsubishi have been unsuccessful; that Genera has identified suppliers outside Puerto Rico and is awaiting an additional quotation; that Genera’s evaluation of the available procurement alternatives remains ongoing; and that Mitsubishi informed Genera that it would only support ARG Precision in Puerto Rico for the execution of the relevant work. The request is limited to the underlying documents, which contain third party pricing and proprietary technical data, private correspondence concerning an unresolved contractual dispute, detailed condition and configuration information about specific

generating units, and the personal contact information of individuals who are not parties to this proceeding.

II. IDENTIFICATION OF CONFIDENTIAL INFORMATION

Document Name	Pages in which Confidential Information is Found	Date Filed with the Energy Bureau	Summary of Legal Basis for Confidential Designation	Summary of why each claim or designation conforms to the applicable legal basis for confidentiality
Exhibit A, Document 1: Proposal issued by ARG Precision to Genera dated March 20, 2026, for the 25K hot section inspection and high pressure compressor repair of Gas Generator S/N 743060, Unit 1A, Mayagüez Power Plant, including the Mitsubishi depot ROM estimate dated March 16, 2026, and its exhibits.	Pages 1 through 18 of Exhibit A	October 7, 2026	Trade secrets of third parties under Act 80-2011 and Rule 513 of the Rules of Evidence; Article 1.10(i)(i), (iii), (vii), and (viii) of Act 17-2019; Article 4(ix), (x), and (xi) of Act 122-2019; Confidential Information under Sections 1.1 and 13.2 of the LGA OMA; Critical Energy Infrastructure Information under Section D(2) of the Policy on Confidential Information and 18 C.F.R. § 388.113(c)(2); Act 40-2024; Section 6.15 of Act 57-2014.	The document contains the itemized pricing of ARG Precision and Mitsubishi for new material, vendor overhauls, labor, consumables, engine testing, and transportation, including unit prices by part number, as well as their gated estimate and payment structure and commercial terms. The Mitsubishi estimate bears a legend reserving Mitsubishi's ownership and prohibiting its use or disclosure without Mitsubishi's written permission. Disclosure would harm the competitive position of ARG Precision and Mitsubishi and compromise Genera's ongoing evaluation of alternative suppliers. The document also details the inspection findings, damaged components, and repair scope of an identified gas generator at a generation facility.
Exhibit A, Document 2: Proposal issued by ARG Precision to Genera dated April 6, 2026, for the 12.5K hot section inspection of Gas Generator S/N 743313, Unit 1410-U2, Palo Seco Power Plant, including the ROM estimate dated March 27, 2026, and its exhibits.	Pages 19 through 38 of Exhibit A	October 7, 2026	Trade secrets of third parties under Act 80-2011 and Rule 513 of the Rules of Evidence; Article 1.10(i)(i), (iii), (vii), and (viii) of Act 17-2019; Article 4(ix), (x), and (xi) of Act 122-2019; Confidential Information under Sections 1.1 and 13.2 of the LGA OMA; Critical Energy Infrastructure Information under Section D(2) of the Policy on Confidential Information and 18 C.F.R. § 388.113(c)(2); Act 40-2024; Section 6.15 of Act 57-2014.	The document contains the itemized pricing of ARG Precision and Mitsubishi for new material, vendor overhauls, labor, consumables, engine testing, and transportation, including unit prices by part number, together with the proposed allowance for additional repairs, the proposed total contract amount, and the gated estimate and payment structure. Disclosure would harm the competitive position of ARG Precision and Mitsubishi and compromise Genera's ongoing evaluation of alternative suppliers. The document also details the inspection findings, components estimated for scrap, and repair procedures for an identified gas generator at a generation facility.
Exhibit B, Documents 1 and 2: Letters dated February 3, 2026, from Genera to ARG Precision and to Mitsubishi Power Americas regarding	Pages 1 through 5 of Exhibit B	October 7, 2026	Confidential Information under Sections 1.1 and 13.2 of the LGA OMA; Article 1.10(i)(iii) and (viii) of Act 17-2019; Article 4(vi) of Act 122-2019; Section 6.15 of Act 57-2014.	The letters are private correspondence with a contractor and with the original equipment manufacturer concerning an unresolved dispute over outstanding balances, interest, and the release of a gas generator, and they set out Genera's positions regarding a supplemental

Document Name	Pages in which Confidential Information is Found	Date Filed with the Energy Bureau	Summary of Legal Basis for Confidential Designation	Summary of why each claim or designation conforms to the applicable legal basis for confidentiality
the withholding of equipment under Master Services Agreement No. 2025-G00347.				agreement still under development. Disclosure would prejudice PREPA's position in resolving the dispute without serving any purpose that the public Status Report does not already serve. The letters also contain the names and email addresses of officers and employees of private third parties.
Exhibit B, Document 3: Email from Mitsubishi to Genera dated July 26, 2024, regarding the Mayagüez clutch removal kit, as forwarded internally within Genera on October 2, 2026.	Pages 6 through 8 of Exhibit B	October 7, 2026	Trade secret of a third party under Act 80-2011, Rule 513 of the Rules of Evidence, and Article 1.10(i)(vii) of Act 17-2019; Critical Energy Infrastructure Information under Section D(2) of the Policy on Confidential Information and 18 C.F.R. § 388.113(c)(2); critical infrastructure information under 6 U.S.C. § 671(3) and Act 40-2024; Article 1.10(i)(ix) of Act 17-2019; Article 4(vi), (x), and (xi) of Act 122-2019; Sections 1.1 and 13.2 of the LGA OMA.	The email describes the configuration and operation of the dual fuel system of the Mayagüez units, identifies a part number that Mitsubishi expressly designates as proprietary, and explains the effect of removing the units' capability to switch between natural gas and liquid fuel if either supply is compromised. It also contains internal Genera communications and the direct telephone numbers and email addresses of Genera and Mitsubishi personnel.
Exhibit C: Letter dated November 20, 2025, from Mitsubishi to Genera regarding Gas Generator U2B (S/N 743067), Mayagüez Power Plant.	Page 1 of Exhibit C	October 7, 2026	Commercial information of a third party under Article 4(x) and (xi) of Act 122-2019; Confidential Information under Sections 1.1 and 13.2 of the LGA OMA; Critical Energy Infrastructure Information under Section D(2) of the Policy on Confidential Information and 18 C.F.R. § 388.113(c)(2); Article 4(vi) of Act 122-2019; Section 6.15 of Act 57-2014.	The letter is a private communication from the original equipment manufacturer to Genera's procurement personnel regarding Mitsubishi's aftermarket support arrangements, the substance of which the Status Report already discloses publicly. It identifies a specific gas generator by serial number and the hot section components that require replacement, and it contains the direct office and mobile telephone numbers and email address of a Mitsubishi officer.

III. APPLICABLE LAW

The governing statute for the management of confidential information submitted to the Energy Bureau is Section 6.15 of Act No. 57-2014, also known as the “Puerto Rico Energy Transformation and RELIEF Act.” This section stipulates that “[i]f any person who is required to submit information to the Energy [Bureau] believes that the information to be submitted carries a confidentiality privilege, such person may request the [Bureau] to treat such information as

confidential...” 22 LPRA § 1054n. If, after conducting a meticulous evaluation, the Energy Bureau determines that the information warrants protection, it is required to “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.* at Section 6.15(a).

Only in exceptional cases may the Energy Bureau keep a document entirely outside public scrutiny. In those cases, the information “must be duly safeguarded and provided exclusively to the personnel of the Energy [Bureau] who need to know such information under nondisclosure agreements,” and the Energy Bureau shall order that a nonconfidential version be provided for public review. *Id.* at Section 6.15(c). Otherwise, the Energy Bureau may grant access to the document, or to its privileged portions, “only to the lawyers and external consultants involved in the administrative process after the execution of a confidentiality agreement.” *Id.* at Section 6.15(b). Therefore, “[t]he Energy [Bureau] must swiftly act on any privilege and confidentiality claim made by a person under its jurisdiction through a resolution for such purposes before any potentially confidential information is disclosed.” *Id.* at Section 6.15(d).

The Policy on Confidential Information, issued pursuant to the foregoing statutory framework, details the procedures a party should follow to request confidential treatment for a document or a portion thereof. Said policy requires identifying confidential information and filing a memorandum of law explaining the legal basis and support for a request to file information confidentially, relating each document to a legal basis and to the specific arguments supporting each claim. *See* Section A of the Policy on Confidential Information. The memorandum should also include a table that identifies the confidential information, a summary of the legal basis for the confidential designation, and an explanation of why each claim or designation conforms to the

applicable legal basis for confidentiality. *Id.* With respect to access to validated Trade Secret Information, the Policy further provides that any document designated by the Energy Bureau as Validated Confidential Information for being 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. *Id.* Section D(1).

Relatedly, Energy Bureau Regulation No. 8543, *Regulation on Adjudicative, Notice of Noncompliance, Rate Review, and Investigation Proceedings*, includes a provision for filing confidential information in proceedings before this Honorable Bureau. To wit, Section 1.15 provides that should “a person ha[ve] the duty to disclose information to the [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 [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.” *See also* Energy Bureau Regulation No. 9137 on Performance Incentive Mechanisms, Section 1.13 (addressing disclosure before the Energy Bureau of Confidential Information and directing compliance with Resolution CEPR-MI-2016-0009).

In connection with the duties of electric power service companies, Article 1.10(i) of Act No. 17 of April 11, 2019, as amended, known as the Puerto Rico Energy Public Policy Act (“Act 17-2019”), provides that electric power service companies shall provide documents and information requested by customers, except for, among others: (i) information privileged under the Rules of Evidence of Puerto Rico; (iii) ideas with regard to the negotiation of potential Authority contracts or to a determination to rescind or terminate contracts in effect; (vii) trade

secrets of third parties; (viii) matters that must be kept confidential under a confidentiality agreement, provided the agreement is not contrary to the public interest; and (ix) public security matters relating to threats against the company, its property, or its employees. 22 LPRA § 1141i.

The contractual framework governing Genera's operations also independently supports the confidential treatment requested herein. Section 1.1 of the LGA OMA defines "Confidential Information" as follows:

[D]ata or information in any form disclosed by one Party to the other Party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise confidential. As a non-exhaustive list of examples, "Confidential Information" includes non-public information regarding a Party's Intellectual Property, financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties, and information tending to embarrass the disclosing Party or tending to tarnish its reputation or brand. For the avoidance of doubt, information in this list of examples is only considered "Confidential Information" for so long as it has not been made known to the general public by the disclosing Party or through the rightful actions of a third party.

Id. Sec. 1.1.

Section 13.2 of the LGA OMA, in turn, provides that any and all written, recorded, or oral Facility Information furnished or made available in connection with the agreement shall be deemed PREPA's Confidential Information, with respect to which Genera is the receiving party, and requires Genera to keep such information strictly confidential and to take reasonable precautions to protect against its disclosure. *Id.* Sec. 13.2(a)(i) and (ii). The LGA OMA defines "Facility Information" to include, among others, actual and budgeted expenses related to maintenance and repair, and all correspondence, data, documents, and reports used by Genera in connection with

the Legacy Generation Assets or the O&M Services. *Id.* Sec. 1.1. Section 13.2(b)(i) permits Genera to disclose such information to a duly authorized Governmental Body where required by Applicable Law.

The applicable legal framework is further reinforced by the Industrial and Trade Secret Protection Act of Puerto Rico, Act 80-2011, 10 LPRA §§ 4131 through 4141 (“Act No. 80-2011”).

Under Act No. 80-2011, industrial or trade secrets are deemed to be any information:

(a) That has a present or a potential independent financial value or that provides a business advantage, insofar as such information is not common knowledge or readily accessible through proper means by persons who could make a monetary profit from the use or disclosure of such information, and; (b) for which reasonable security measures have been taken, as circumstances dictate, to maintain its confidentiality.

Id. § 4132, Section 3 of Act 80-2011.²

Trade secrets include, but are not limited to, processes, methods and mechanisms, manufacturing processes, formulas, projects, or patterns to develop machinery and lists of specialized clients that may afford an advantage to a competitor. *See* Statement of Motives, Act No. 80-2011.

Puerto Rico’s Open Data Law, Act 122-2019, reflects the same policy. Article 4 of Act 122-2019 exempts from public disclosure, among others: information that, if disclosed, could invade the privacy of a third party; information on trade secrets obtained from a person that is confidential by contract, statute, or judicial decision; commercial or financial information as to which it is shown that disclosure would cause substantial competitive harm to the person from whom it was obtained; and information such as telephone numbers, emergency contact information, confidential information of private third parties, and trade secrets compiled or

² Rule 513 of the Rules of Evidence of Puerto Rico provides that the owner of a trade secret may invoke the privilege to refuse and to prevent another person from revealing trade secrets, provided that these actions do not tend to conceal fraudulent activities or lead to an injustice. 32 LPRA Ap. VI, R. 513. If a court of law mandates the disclosure of a trade secret, precautionary measures should be adopted to protect the interests of the trade secret owner. *Id.*

maintained by a governmental entity. Articles 4(vi), (ix), (x), and (xi) of Act 122-2019, 3 LPRA § 9894.

The Puerto Rico Supreme Court has explained that the trade secrets privilege protects free enterprise and extends to commercial information that is confidential in nature. *Ponce Advance Med. Group Network, Inc. v. Santiago González*, 197 DPR 891, 901–02 (2017); *see also Next Step Medical Co. v. MCS Advantage, Inc.*, KLCE201601116, 2016 WL 6520173, at *11 (TA Sept. 13, 2016) (holding that in Puerto Rico, what constitutes a trade secret is evaluated applying a broad definition). A trade secret includes any and all information from which a real or potential value or economic advantage may be derived; that is not common knowledge or accessible through other means; and as to which reasonable security measures have been adopted to keep the information confidential. *Ponce Advance Med.*, 197 DPR at 906.

The Policy on Confidential Information further recognizes Critical Energy Infrastructure Information (“CEII”) as a category of information warranting confidential treatment and provides that information validated as CEII may only be accessed by the parties’ authorized representatives after executing a Non-Disclosure Agreement, and only at the offices of the Energy Bureau or the producing party, without copying or recording devices. *See* Section D(2) of the Policy on Confidential Information. Under federal regulations, CEII is defined as specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that relates details about the production, generation, transportation, transmission, or distribution of energy; could be useful to a person in planning an attack on critical infrastructure; is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 552; and does not simply give the general location of the critical infrastructure. 18 C.F.R. § 388.113(c)(2). The same regulation, in turn, defines critical infrastructure as 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.* § 388.113(c)(4).

Federal law reflects the same policy with respect to critical infrastructure information more broadly. The Critical Infrastructure Information Act of 2002, 6 U.S.C. §§ 671 through 674, defines critical infrastructure information as information not customarily in the public domain and related to the security of critical infrastructure, including information regarding the ability of critical infrastructure to resist interference, compromise, or incapacitation, any assessment or estimate of its vulnerability, and any planned or past operational problem or solution regarding critical infrastructure, including repair, recovery, or continuity, to the extent related to such interference, compromise, or incapacitation. 6 U.S.C. § 671(3). Although the protections of that statute attach to information voluntarily submitted to covered federal agencies, it evidences a clear federal policy that information of this nature should not be made available under state or local disclosure laws. *See* 6 U.S.C. § 673(a)(1)(E).

At the local level, Act No. 40-2024, the Cybersecurity Act of the Commonwealth of Puerto Rico, as amended, defines critical infrastructure as those services, systems, resources, and essential assets, whether physical or virtual, the incapacity or destruction of which would have harmful repercussions on cybersecurity, health, the economy, or the security of Puerto Rico, or any combination thereof. 3 LPRA § 10124(p). Its provisions apply not only to government entities, but also to natural or juridical persons doing business or having contracts with the government, including private persons performing public services and duties, with respect to those services and duties. 3 LPRA § 10122.

IV. REQUEST FOR CONFIDENTIALITY AND SUPPORTING ARGUMENTS

The confidential treatment requested for Exhibits A through C is warranted under the applicable legal framework. Genera has produced each of these Exhibits to the Energy Bureau in full, and the Energy Bureau will retain complete access to them in the exercise of its regulatory functions. Genera only requests that they be safeguarded in accordance with Section 6.15 of Act 57-2014 and the Policy on Confidential Information.

A. Exhibit A Contains Trade Secrets and Commercially Sensitive Pricing of Third Parties

Exhibit A satisfies both elements of Act 80-2011. First, the information it contains derives independent economic value from not being generally known. Exhibit A consists of two proposals that ARG Precision issued to Genera, each accompanied by a gated depot estimate prepared on Mitsubishi's forms. Together, these documents disclose, for each module of the gas generator, the cost of new material, vendor overhaul, and labor; the unit price and quantity for each of several hundred parts identified by part number; the cost of consumables, engine testing, fuel for testing, and post test checks; transportation, crane, technical advisory, and bond costs; the gated estimate and payment structure that governs the work; the proposed allowance for additional repairs; and the warranty, remedy, and late payment terms that ARG Precision offers through Mitsubishi. This is precisely the kind of detailed pricing and cost structure from which a competitor could derive an advantage, whether to undercut ARG Precision and Mitsubishi in this procurement or to calibrate its own pricing for future overhauls of FT8 gas generators in Puerto Rico and elsewhere. Under the broad definition adopted in *Ponce Advance Med.*, this information falls squarely within the protection of Act 80-2011. Moreover, Exhibit A is not limited to a quoted price. It discloses the cost structure underlying that price, including the breakdown, module by module, between new material, vendor overhaul, and labor, which is the type of cost information that Puerto Rico courts

have shielded from disclosure as a trade secret. *See Next Step Medical Co.*, 2016 WL 6520173, at *11 (protecting a distributor's costs from disclosure). Disclosure of Exhibit A would therefore cause substantial competitive harm to ARG Precision and Mitsubishi, the persons from whom Genera obtained it, within the meaning of Article 4(x) of Act 122-2019.

Second, the information has been subject to reasonable measures to maintain its confidentiality. The proposals were addressed directly to Genera's plant management personnel, were valid only for thirty (30) days, and were not made public. Moreover, the Mitsubishi depot estimate included in the Mayagüez proposal bears a legend stating that the document is the property of Mitsubishi Power Aero LLC, that it may not be used, copied, or disclosed for any purpose without Mitsubishi's express written permission, and that it contains technical data subject to the Export Administration Regulations, 15 C.F.R. parts 730 through 774. These are the measures that a reasonable owner of such information would adopt to preserve its confidentiality. Act 80-2011 expressly recognizes labeling information as confidential and adopting measures to prevent its indiscriminate reproduction as reasonable security measures. 10 LPRA § 4133.

The confidential nature of Exhibit A is heightened by the fact that Genera's procurement evaluation remains ongoing. As Genera publicly informed in the Status Report, it has identified suppliers outside Puerto Rico that may be capable of performing the required work and is awaiting an additional quotation from such suppliers, which it will submit to the Energy Bureau upon receipt. If the pricing of ARG Precision and Mitsubishi becomes public before that evaluation concludes, any supplier preparing a competing quotation could price against it rather than offer its best price. The result would be to diminish the very competition that Genera is seeking to generate in order to achieve cost savings and maximize the use of ratepayer and federal funds. Confidential treatment therefore protects not only the owners of the information, but also PREPA and its

ratepayers. Information of this nature is likewise exempt from disclosure under Article 1.10(i)(iii) of Act 17-2019, which excludes ideas with regard to the negotiation of potential Authority contracts.

Genera is not the owner of this information. It received Exhibit A in its role as operator of the Mayagüez and Palo Seco Power Plants and submits it to the Energy Bureau solely in compliance with the September 30 Order. Article 1.10(i)(vii) of Act 17-2019 expressly exempts trade secrets of third parties from the information that electric power service companies must disclose, and the privilege recognized under Rule 513 of the Rules of Evidence allows the owner of a trade secret to prevent others from revealing it. Genera therefore has a duty to protect the confidentiality of third party proprietary information that was entrusted to it in the course of a procurement. Exhibit A also qualifies for protection under Articles 4(ix), (x), and (xi) of Act 122-2019 and as privileged information under Section 1.15 of Regulation 8543.

Exhibit A likewise constitutes Confidential Information under the LGA OMA. It consists of nonpublic internal cost data, vendor information, technical specifications, and the proposed terms of contracts with third parties for the maintenance of Legacy Generation Assets, all of which are expressly listed as examples of Confidential Information in Section 1.1 of the LGA OMA. The information is protectable as a trade secret, as explained above, and has not been made known to the general public. Accordingly, it is subject to the confidentiality obligations of Section 13.2 of the LGA OMA. In addition, the inspection findings and repair scope for the gas generators, as information relating to the maintenance and repair of Legacy Generation Assets, constitute Facility Information that Section 13.2(a)(i) of the LGA OMA deems PREPA's Confidential Information.

Finally, Exhibit A contains CEII. Each proposal details the findings and planned repair scope for an identified gas generator, including damage to multiple stages of high pressure

compressor blades attributed to foreign object impact and downstream blade failure, the components of the high and low pressure turbines, combustion section, and nozzle assembly that are estimated for scrap, and the specific overhaul and repair procedures required for each component. This is specific engineering and vulnerability information that reveals, in detail, the current condition of particular generating units at two generation facilities. The Mayagüez and Palo Seco Power Plants are part of the Legacy Generation Assets and constitute critical infrastructure within the meaning of 18 C.F.R. § 388.113(c)(4), since their incapacity would negatively affect the economic security and the public health and safety of Puerto Rico. Information of this nature could be useful to a person seeking to identify which units are most vulnerable or to disrupt their restoration, and it falls within the definition of CEII under 18 C.F.R. § 388.113(c)(2) and the protective purposes of Act 40-2024.

B. Exhibit B Contains Private Commercial Correspondence, Proprietary Technical Information, and Personal Information

Exhibit B comprises two categories of documents. The first consists of the letters dated February 3, 2026, that Genera sent to ARG Precision and to Mitsubishi Power Americas regarding Master Services Agreement No. 2025-G00347 (the “MSA”). These letters concern a dispute between Genera and ARG Precision over the outstanding balances and interest claimed by ARG Precision, Genera’s position regarding the interest provisions of the MSA, ARG Precision’s retention of the gas generator for Unit 4A, and the supplemental agreement that Genera is preparing to complete the work and disburse the corresponding balance in accordance with applicable procurement requirements. The dispute was resolved with the execution of a supplemental agreement.

The letters set out Genera’s legal and commercial positions in that dispute, as communicated privately to its counterparty and to the original equipment manufacturer. Public

disclosure of those positions while the matter remains open would prejudice PREPA's ability to resolve the dispute on favorable terms and its position in any subsequent proceeding, without advancing any regulatory purpose that the Status Report does not already serve. The letters were written to obtain the prompt release of critical equipment, and their publication could aggravate the dispute and impair Genera's working relationship with the only supplier channel that Mitsubishi presently supports for these units, at a time when the restoration of the Mayagüez units depends on that channel. The letters concern the terms of PREPA's contracts with third parties and information regarding its vendors, which the LGA OMA expressly treats as Confidential Information, and are subject to the confidentiality obligations of Section 13.2 of the LGA OMA and Article 1.10(i)(viii) of Act 17-2019. As correspondence generated by Genera in connection with the O&M Services, the letters also constitute Facility Information that Section 13.2(a)(i) of the LGA OMA deems PREPA's Confidential Information. Moreover, because they address Genera's positions regarding a supplemental agreement still under negotiation, they fall within Article 1.10(i)(iii) of Act 17-2019. They also contain the names and email addresses of officers and employees of private third parties, which are protected under Article 4(vi) of Act 122-2019.

The second category consists of an email dated July 26, 2024, in which Mitsubishi's Customer Service Manager explained to Genera the function of the magnetic liquid fuel clutch in the dual fuel system of the Mayagüez units and the use of a clutch removal kit, as forwarded internally within Genera on October 2, 2026. The email identifies the kit by a part number that Mitsubishi expressly states is proprietary to Mitsubishi Power Aero, and it describes how the dual fuel system operates during startup, fuel selection, and shutdown. That information is a trade secret of a third party protected under Act 80-2011, Rule 513 of the Rules of Evidence, and Article 1.10(i)(vii) of Act 17-2019.

More significantly, the email explains that removing the clutch would eliminate the units' capability to switch between natural gas and liquid fuel in an emergency in which either fuel supply is compromised. That is information about the ability of critical infrastructure to continue operating in the face of a disruption, and it bears directly on the resilience of the Mayagüez Power Plant at a time when the plant is the subject of a conversion to natural gas. It falls within the definition of critical infrastructure information under 6 U.S.C. § 671(3), constitutes detailed design information about energy generation infrastructure under 18 C.F.R. § 388.113(c)(2), and is exempt from disclosure as a public security matter under Article 1.10(i)(ix) of Act 17-2019. The email chain also contains internal Genera communications and the direct telephone numbers and email addresses of Genera and Mitsubishi personnel, which are protected under Articles 4(vi) and (xi) of Act 122-2019.

C. Exhibit C Contains Third Party Commercial Information, Asset Condition Information, and Personal Information

Genera recognizes that the substance of Exhibit C is already public. The Status Report expressly informs that Mitsubishi notified Genera that it would only support ARG Precision as authorized representative in Puerto Rico for the execution of the relevant work. The public's interest in transparency regarding that fact, and the Energy Bureau's interest in evaluating it, are therefore fully served. Genera's request is limited to the letter itself.

Exhibit C is a private communication from the original equipment manufacturer to Genera's procurement personnel regarding Mitsubishi's aftermarket support arrangements in Puerto Rico. Information regarding the manner in which a manufacturer structures its commercial relationships with its local representatives is commercial information of a private third party that is not customarily made public, and it is protected under Articles 4(x) and (xi) of Act 122-2019 and, as vendor information, under Section 1.1 of the LGA OMA. In addition, Exhibit C identifies

a specific gas generator at the Mayagüez Power Plant by serial number and identifies the hot section components that require replacement, including the nozzle guide vanes. That is vulnerability information about an identified generating unit that warrants protection under 18 C.F.R. § 388.113(c)(2). Finally, Exhibit C contains the direct office and mobile telephone numbers and the email address of a Mitsubishi officer, which are protected under Articles 4(vi) and (xi) of Act 122-2019.

Granting confidential treatment to Exhibit C while the Status Report remains public is, therefore, the means that least affects the public interest, transparency, and the rights of the parties, as Section 6.15(a) of Act 57-2014 requires.

V. CONCLUSION

Pursuant to Section 6.15(a) of Act 57-2014, the Energy Bureau must grant confidential protection in the manner that least affects the public interest, transparency, and the rights of the parties. 22 LPRA § 1054n. The requested protection meets that standard. The Energy Bureau and its personnel will retain full access to Exhibits A through C in the exercise of their regulatory functions, while the public will continue to have access to the Status Report, which describes Genera's actions to repair the Mayagüez units, the status of its procurement evaluation, its communications with Mitsubishi and ARG Precision, and the representation arrangement that Mitsubishi has communicated to Genera. Consistent with Section 6.15(c), the Status Report, which Genera filed with each Exhibit replaced by a cover sheet, serves as the nonconfidential version available for public review.

In sum, Exhibits A through C consist of third party pricing and proprietary technical information prepared in an ongoing procurement, private correspondence concerning an unresolved contractual dispute, detailed condition and configuration information regarding critical

energy infrastructure, and personal information of individuals, all of which falls within the categories of confidential information recognized by Act 57-2014, Act 17-2019, Act 80-2011, Act 122-2019, Act 40-2024, Regulation 8543, federal law, and the LGA OMA.

WHEREFORE, Genera respectfully requests that the Energy Bureau **take notice** of the above Memorandum of Law; **grant** confidential treatment to Exhibits A through C of the *Motion to Submit Status Report in Compliance with Resolution and Order Dated September 30, 2026*, as Validated Confidential Information pursuant to Section 6.15 of Act 57-2014 and the Policy on Management of Confidential Information, CEPR-MI-2016-0009, as amended, with Exhibit A designated as Trade Secret Information subject to Section D(1) of said Policy, and with the technical, design, and asset condition information contained in Exhibits A through C designated as Critical Energy Infrastructure Information subject to Section D(2) of said Policy.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 19th day of October 2026.

ECIJA SBGB

P.O. Box 363068
San Juan, PR 00936-3068
Tel. (787) 300.3200
Fax (787) 300.3208

/s/ Jorge Fernández-Reboredo

Jorge Fernández-Reboredo
jfernandez@ecija.com
TSPR 9,669

/s/ Ernesto Raúl Ramos Maldonado

Ernesto Raúl Ramos Maldonado
eramos@ecija.com
TSPR 23,882

/s/ José Javier Díaz Alonso

José Javier Díaz Alonso
jdiaz@ecija.com
TSPR 21,718

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and accurate copy of this Memorandum of Law was filed with the Office of the Clerk of the Energy Bureau using its electronic filing system and that we will send an electronic copy of this Memorandum of Law to the following counsel of record: alexis.rivera@prepa.pr.gov, nzayas@gmlex.net, rcruzfranqui@gmlex.net, and mvalle@gmlex.net.

In San Juan, Puerto Rico, this 19th day of October 2026.

/s/ Jorge Fernández-Reboredo
Jorge Fernández-Reboredo

/s/ José Javier Díaz Alonso
José Javier Díaz Alonso

/s/ Ernesto Raúl Ramos Maldonado
Ernesto Raúl Ramos Maldonado

Exhibit A

ARG Precision Procurement Documentation
Redacted Version

March 20, 2026

Eng. Eliseo Martinez Gonzalez
Gerente Sr. Mantenimiento Oeste
Cambalache -Mayagüez

Subject:

Unit 1A Mayaguez – [REDACTED] PREPA - 25K Hot Section Inspection & [REDACTED] Impact Damage
Pre-Induction (ROM) Estimate 3-16-2026

Exhibits:

- A. Warranties, Remedies and Limitations
- B. 743060 PREPA - 25K Hot Section Inspection & HPC Minor Impact Damage Pre-Induction (ROM)
- C. PSF 77 – Event Form

Dear Engineer Martinez:

ARG Precision Corp ("Seller") is pleased to provide Genera PR ("Buyer") with the following proposal to perform induction and disassembly of Gas Generator (GG) [REDACTED] and to subsequently provide a Gate 2 estimate for the work required at the Mitsubishi Power Aero Repair Depot.

The scope of services provided for this offer is outlined herein. Please note that this offer is valid for a period of thirty-days (30) from the date of this letter.

We are confident that this offer meets your needs; however, if you have any questions, please do not hesitate to call the undersigned.

Sincerely,



Julio J Nater
General Manager
ARG Precision Corp.
E-mail: julio@argprecisionpr.com
Phone –787-261-8644

SCOPE OF WORK

ARG Precision Corp at Manufacturing Facility (SELLER) RESPONSIBILITIES GG [REDACTED]:

ARG Precision will provide the following:

- 1) [REDACTED]
- 2) "Rough Order of Magnitude – The information contained herein, including the Rough Order of Magnitude (ROM) estimate, is provided for informational purposes only, is not an offer to sell products or services, and should not be construed as a ceiling price, not to exceed value or commitment of any nature whatsoever.
- 3) Transportation and transportation insurance to and from the Mitsubishi Power Aero Repair Depot located at 1460 Blue Hills Ave, Bloomfield, CT 06002
- 4) Service – Induction and disassembly of GG 743060
 - a) Once the GG has been inducted and disassembled, Buyer will be advised of the status of the disassembly process and can review the intended scope of work for repair.
 - b) Upon completion of disassembly and inspection process, a **Gate 2** Estimate will be provided to Buyer with the estimated price to complete the repair.
 - c) If Buyer wishes for ARG Precision to proceed with the proposed work scope, a purchase order supplement to the **Gate 2** estimate and payment (See Payment Terms below) will be required at that time.
 - d) If **Gate 2**'s payment is not received within 10 days, ARG Precision reserves the right to move the unit off the production line and as needed into storage and storage fees will apply.
 - e) If a Payment for **Gate 2** Estimate is received, manufacturer will commence the work and provide an estimated schedule for completion.
 - f) If fallout exceeds what was estimated in the Gate 2 Estimate, Buyer will receive a Gate 3 Estimate with updated pricing. If this occurs, an additional supplemental PO will be required.
 - g) At the completion of the work, a final **Gate 4** Estimate will be generated reflecting all of the actual parts, repairs and labor performed. If required, a purchase order matching the final **Gate 4** Estimate and payment will be necessary prior to ARG Precision Corp shipping the unit in accordance with the Terms and Conditions.
 - h) If Purchaser fails to nominate a carrier or furnish written shipping plans at least ten (10) days prior to the expected delivery date for the goods, Seller may, at any time thereafter, do either of the following for the account and at the expense and risk of Purchaser:

arrange for shipment of the goods by a carrier of its own selection to Purchaser's place of business or other destination reasonably believed to be suitable, or warehouse the goods

CUSTOMER (Buyer) RESPONSIBILITIES:

- 1) Provide an event form describing the reason for induction and any other operational issues that may have been experienced with the asset prior to induction.
- 2) Provide most recent GG8's and PT's Operational Data, i.e., screen shot or engine logs, with any operational concerns that may have been experienced with the asset prior to induction noted in PSF77 form (Exhibit C).
- 3) General PR is responsible for GG [REDACTED] Removal, Installation, actual rigging operation and loading/unloading to lowboy trailer (ARG will provide lowboy trailer for pick-up and delivery). ARG provides option below only to provide crane and operator.
- 4) Job safety Analysis to which ARG will abide.

PRICING, PERIOD OF PERFORMANCE AND PAYMENT

NOTES:

1. [REDACTED]
2. FSE is not included (no field labor included)
3. Professional Liability or any other insurance are excluded, only the transportation insurance is included

PRICING AND Payment Terms

1. **Unit 1A - GG8-** [REDACTED] - Estimated Induction & Disassembly, New Parts, Overhaul Parts, and Testing Works scope [REDACTED]
2. **Transportation and insurances to and from MPW-Aero Depot Options**
AIR Transportation: Approximate delivery time of 4-5 days to the MPW Aero Depot and subsequently 4-5 days to the Mayagüez Power Plant. Will be transported in a shipping stand [REDACTED]

PUBLISHED ARG RATES

The following rates will be charged for Field Service, MPW Aero DEPOT Service and Engineering Services (Turbine, Ancillary, Controls or Performance Engineering).

	Daily Rate	Overtime	Double Time	Per Diem
MPW Aero Technical Field Advisor or MPW Aero Depot Service	\$277/hr	\$415/hr	\$553/hr	\$633/day
MPW Aero Engineering	\$438/hr	\$658/hr	\$877/hr	\$633/day
Standby Rate	\$277/hr	\$415/hr	\$553/hr	\$633/day

Note: Other rates for other generator specialties may apply depending on the ultimate findings.

The following summarizes some of the key assumptions regarding the hourly rates for Field Service and MPW Aero Service Engineering Services:

1. Rates quoted above are based on 8 hrs. workday. Additional hours will be billed at the published MPW Aero Service rates.
2. Rates do not include expenses. Expenses, which include but are not limited to, tool and test equipment shipping, roundtrip airfare, per-diem (to cover lodging, meals and incidentals) for all days worked, rental vehicles and equipment rental, will be charged at cost plus 10% handling fee.
3. Overtime is charged for all hours over 8 per day Monday through Friday and for all hours on Saturday and Sunday. Double time is charged for all hours worked on MPW holidays.
4. Double time is charged for all hours worked on the following holidays.

Memorial Day: May 23th – 25th

Independence Day: July 3rd – 5th

Labor Day: September 5th – September 7th

Thanksgiving Day: November 26th – November 29

Christmas/New Year: December 25th – January 1st

5. For firm fixed proposals, additional hours outside the scope of the proposed services will be charged at the standard rates listed above. All other proposals will be invoiced on actual hours worked.

PERIOD OF PERFORMANCE

Schedule will be mutually agreed to once a signed proposal and purchase order are received from Buyer. Estimated turn-around-time is dependent on the findings of the induction and disassembly process and material availability.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit C

Mitsubishi Power Aero LE		EVENT REPORT/TECH SUPPORT or UNSCHEDULED REMOVAL					
☐ Technical Support Request		☒ Event Report		☐ Warranty Claim		☒ Unscheduled	
Submitted By:				Email:			Date:
				Phone:			Time:
Customer/Site Information							
Customer:				Site Loc.:			Event Date/Time:
Project #:	Unit:	Side:	CSM:				
☒ PT ☐ GG	Serial No.	PT Rotation	PT Hz:	PT Stg:	Power Level/Op Condition:		
		CW CCW	50 6 0	1 2			
GG Model:		SWIFTPAC®	OWERPAC®	Fuel:		Water:	
-1 -2 -3		MOBILEPAC®	WINPAC®	Gas Liquid Dual Fuel	Yes		
Equipment Operating Information							
Total Starts:	Total Cycle s:	Hrs Liquid:	Hrs Gas:	Total Hrs:	Hrs Since Shop Visit:	Current Software Version:	
☒ Trip Alarm ☐ Shutdown		Trip Conditions: Alarm Tags:				Cables Cards FTM Affected:	
Event Type	☒ PT ☐ Ancillary ☐ Electrical ☐ Logistics ☐ GG Controls			☐ Other (Specify)		Priority ☐ Critical ☒ Important ☐ Low ☐ A	
Event Information (Please submit Data Log)							



Event Description (Chronological Order)	Troubleshooting	Alarms, Trips, Drive Backs, Modbus Address	Findings
Unscheduled Removal			
Comments:			
CSE Approval Date:		Aftermarket Approval Date:	
Replacements Required?	PN	Qty	PN
☐ NO ☒ YES	PN	Qty	PN
To be completed by Mitsubishi Power Aero Only			
☐ ☐ ☐ ☐ ☐ ☐		GO TO CRM (Ctrl Click)	Sold To Code Ship to Code
Post-Commission Pre- Commission Warranty LTSA/PSA Received Datalog LEGACY UNIT			

Form No. PSF 77 Rev.5

April 6, 2026

Eng. Nerio Cabrera Mejia
Area Manager -Genera PR
Palo Seco

Subject:

GG 1410-U2 () - PREPA Palo Seco - - Pre-Induction (ROM) Estimate

Exhibits:

- A. Warranties, Remedies and Limitations
- B. 743313 - PREPA Palo Seco - 12.5K Hot Section Inspection - Pre-Induction (ROM) Estimate 3-27-2026
- C. PSF 77 – Event Form

Dear Engineer Martinez:

ARG Precision Corp (“Seller”) is pleased to provide Genera PR (“Buyer”) with the following proposal to perform induction and disassembly of Gas Generator (GG) to subsequently provide a Gate 2 estimate for the work required at the Mitsubishi Power Aero Repair Depot.

The scope of services provided for this offer is outlined herein. Please note that this offer is valid for a period of thirty-days (30) from the date of this letter.

We are confident that this offer meets your needs; however, if you have any questions, please do not hesitate to call the undersigned.

Sincerely,



Julio J Nater
General Manager
ARG Precision Corp.
E-mail: julio@argprecisionpr.com
Phone –787-261-8644

SCOPE OF WORK

ARG Precision Corp at Manufacturing Facility (SELLER) RESPONSIBILITIES GG [REDACTED]:

ARG Precision will provide the following:

- 1) [REDACTED].
- 2) "Rough Order of Magnitude – The information contained herein, including the Rough Order of Magnitude (ROM) estimate, is provided for informational purposes only, is not an offer to sell products or services, and should not be construed as a ceiling price, not to exceed value or commitment of any nature whatsoever.
- 3) Transportation and transportation insurance to and from the Mitsubishi Power Aero Repair Depot located at 1460 Blue Hills Ave, Bloomfield, CT 06002
- 4) Service – Induction and disassembly of GG [REDACTED]
 - a) Once the GG has been inducted and disassembled, Buyer will be advised of the status of the disassembly process and can review the intended scope of work for repair.
 - b) Upon completion of disassembly and inspection process, a Gate 2 Estimate will be provided to Buyer with the estimated price to complete the repair.
 - c) If Buyer wishes for ARG Precision to proceed with the proposed work scope, a purchase order supplement to the Gate 2 estimate and payment (See Payment Terms below) will be required at that time.
 - d) If Gate 2's payment is not received within 10 days, ARG Precision reserves the right to move the unit off the production line and as needed into storage and storage fees will apply.
 - e) If a Payment for Gate 2 Estimate is received, manufacturer will commence the work and provide an estimated schedule for completion.
 - f) If fallout exceeds what was estimated in the Gate 2 Estimate, Buyer will receive a Gate 3 Estimate with updated pricing. If this occurs, an additional supplemental PO will be required.
 - g) At the completion of the work, a final Gate 4 Estimate will be generated reflecting all of the actual parts, repairs and labor performed. If required, a purchase order matching the final Gate 4 Estimate and payment will be necessary prior to ARG Precision Corp shipping the unit in accordance with the Terms and Conditions.
 - h) If Purchaser fails to nominate a carrier or furnish written shipping plans at least ten (10) days prior to the expected delivery date for the goods, Seller may, at any time thereafter, do either of the following for the account and at the expense and risk of Purchaser: arrange for shipment of the goods by a carrier of its own selection to Purchaser's place of business or other destination reasonably believed to be suitable, or warehouse the goods

CUSTOMER (Buyer) RESPONSIBILITIES:

- 1) Provide an event form describing the reason for induction and any other operational issues that may have been experienced with the asset prior to induction.
- 2) Provide most recent GG8's and PT's Operational Data, i.e., screen shot or engine logs, with any operational concerns that may have been experienced with the asset prior to induction noted in PSF77 form (Exhibit C).
- 3) General PR is responsible for GG [REDACTED] Removal, Installation, actual rigging operation and loading/unloading to lowboy trailer (ARG will provide lowboy trailer for pick-up and delivery). ARG provides option below only to provide crane and operator.
- 4) Job safety Analysis to which ARG will abide.

PRICING, PERIOD OF PERFORMANCE AND PAYMENT

NOTES:

[REDACTED]

2. FSE is not included (no field labor included)
3. Professional Liability or any other insurance are excluded, only the transportation insurance is included

PRICING AND Payment Terms

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PUBLISHED ARG RATES

The following rates will be charged for Field Service, MPW Aero DEPOT Service and Engineering Services (Turbine, Ancillary, Controls or Performance Engineering).

	Daily Rate	Overtime	Double Time	Per Diem
MPW Aero Technical Field Advisor	\$288/hr	\$432/hr	\$576/hr	\$696/day
MPW Aero Engineering or MPW Aero Depot Service	\$438/hr	\$658/hr	\$877/hr	\$696/day
Standby Rate	\$288/hr	\$432/hr	\$576/hr	\$696/day

Note: Other rates for other generator specialties may apply depending on the ultimate findings.

The following summarizes some of the key assumptions regarding the hourly rates for Field Service and MPW Aero Service Engineering Services:

1. Rates quoted above are based on 8 hrs. workday. Additional hours will be billed at the published MPW Aero Service rates.
2. Rates do not include expenses. Expenses, which include but are not limited to, tool and test equipment shipping, roundtrip airfare, per-diem (to cover lodging, meals and incidentals) for all days worked, rental vehicles and equipment rental, will be charged at cost plus 10% handling fee.
3. Overtime is charged for all hours over 8 per day Monday through Friday and for all hours on Saturday and Sunday. Double time is charged for all hours worked on MPW holidays.
4. Double time is charged for all hours worked on the following holidays.

Memorial Day: May 23th – 25th

Independence Day: July 3rd – 5th

Labor Day: September 5th – September 7th

Thanksgiving Day: November 26th – November 29

Christmas/New Year: December 25th – January 1st

5. For firm fixed proposals, additional hours outside the scope of the proposed services will be charged at the standard rates listed above. All other proposals will be invoiced on actual hours worked.

PERIOD OF PERFORMANCE

Schedule will be mutually agreed to once a signed proposal and purchase order are received from Buyer. Estimated turn-around-time is dependent on the findings of the induction and disassembly process and material availability.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit D

Mitsubishi Power Aero LL		EVENT REPORT/TECH SUPPORT or UNSCHEDULED REMOVAL					
☐ Technical Support Request		☐ Event Report		☐ Warranty Claim		☒ Unscheduled	
Submitted By:				Email:			Date:
				Phone:			Time:
Customer/Site Information							
Customer:				Site Loc.:			Event Date/Time:
Project #:	Unit:	Side:	CSM:				
☒ PT ☐ GG	Serial No.	PT Rotation	PT Hz:	PT Stg:	Power Level/Op Condition:		
		☐ CW ☐ CCW	☐ 50 ☐ 60	☒ 1 ☐ 2			
GG Model:		☒ SWIFTPAC®	☐ OWPAC®	Fuel:		Water:	
☒ -1 ☐ -2 ☐ -3	☐ MOBILEPAC®	☐ WINPAC®	☒ Gas ☐ Liquid ☐ Dual Fuel	☐ Yes ☐ No			
Equipment Operating Information							
Total Starts:	Total Cycles:	Hrs Liquid:	Hrs Gas:	Total Hrs:	Hrs Since Shop Visit:	Current Software Version:	
☐ Trip Alarm ☐ Shutdown	Trip Conditions:		Cables Cards FTM Affected:				
	Alarm Tags:						
Event Type	☒ PT ☐ Ancillary ☐ Electrical ☐ GG Controls ☐ Logistics	☐ Other (Specify)			Priority ☐ Critical ☒ Important ☐ Low ☐ A		
Event Information (Please submit Data Log)							



Event Description (Chronological Order)	Troubleshooting	Alarms, Trips, Drive Backs, Modbus Address	Findings
Unscheduled Removal			
Comments:			
CSE Approval Date:		Aftermarket Approval Date:	
Replacements Required?	PN	Qty	PN
☐ NO ☒ YES	PN	Qty	PN
***To be completed by Mitsubishi Power Aero Only ***			
☐ ☐ ☐ ☐ ☐ ☐		GO TO CRM (Ctrl Click)	Sold To Code Ship to Code
Post-Commission Pre- Commission Warranty LTSA/PSA Received Datalog LEGACY UNIT			

Form No. PSF 77 Rev.5

Exhibit B

Communications with Mitsubishi and ARG Precision
Redacted Version

VIA ELECTRONIC MAIL

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Cordially,

Genera PR LLC



Winnie Irizarry
Chief Executive Officer

cc: Kevin Futch (kevin.futch@genera-pr.com)
María Sánchez Brás (maria.sanchez@genera-pr.com)
Joaquín Quinoy (joaquin.quinoy@genera-pr.com)

VIA ELECTRONIC MAIL

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: [REDACTED]

[REDACTED]

[REDACTED]
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[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Thanks for your cooperation on this matter.

Cordially,

Genera PR LLC



Winnie Irizarry
Chief Executive Officer

cc: Christy Stoffell (christy.stoffell@amermhi.com)
Raul Pereda (raul.pereda@aeropowermhi.com)
James Scroggins (james.scroggins@mssa.com)
Kevin D. Futch (kevin.futch@genera-pr.com)
María Sánchez Brás (maria.sanchez@genera-pr.com)
Joaquín Quinoy (joaquin.quinoy@genera-pr.com)

From: [REDACTED]
Subject: Fw: Mayagüez - Clutch Removal Kit
Date: Friday, October 2, 2026 10:09:55 AM
Attachments: [Outlook-hxtu1usn.png](#)
[Outlook-vty3f4vl.png](#)

Por favor, ver punto 4.

Estoy confirmando si tengo alguna otra comunicación relacionada.

Saludos.

Trabajo en Equipo
Responsabilidad
Comunicación
Integridad
Excelencia
Seguridad
Respeto

Sulinnette Pérez

Procurement



Cell: +1 787 404-0794

[250 Munoz Rivera Ave, Suite 1200](#)

[San Juan, PR 00918](#)

www.genera-pr.com

[REDACTED]

You don't often get email from luis.alers@aeropowermhi.com. [Learn why this is important](#)

[CAUTION] This email originated from outside the organization. Do not open suspicious links or attachments. Report concerns to cybersecurity@genera-pr.com

[PRECAUCIÓN] Este correo electrónico se originó fuera de la organización. No abra enlaces o archivos adjuntos sospechosos. Informe a cybersecurity@genera-pr.com

Good afternoon,

■ [REDACTED]
■ [REDACTED]

[REDACTED]

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[REDACTED]
[REDACTED]

[REDACTED] t

4. Please contact **ARG Precision Corporation** in Puerto Rico if a quote is required.

Regards,

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Exhibit C

Exclusivity Documentation
Redacted Version

November 20, 2025

Sulinnette Perez
Planner Buyer

Genera PR
San Juan, Puerto Rico

Dear Ms. Sulinnette Perez,

We have been informed that Gas Generator [REDACTED]
[REDACTED]

This asset belongs to the 4 x FT8 SWIFTPACs at the Hidro-Gas Power Plant in Mayaguez.

We understand that ARG submitted a proposal to you to perform these services, and we will only support ARG Precision Corporation in the execution of the works.

If you have any questions, please feel free to contact me.

Sincerely,



Raul Romero
Vice President

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]