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

IN RE: **ACCELERATED EVALUATION OF RENEWABLE ENERGY AND ENERGY STORAGE PROJECT PROPOSALS TO SECURE FEDERAL INVESTMENT TAX CREDITS (ITCS)**	**CASE NO.: NEPR-MI-2025-0005** **SUBJECT: URGENT MOTION FOR CORRECTION OF INADVERTENT CLERICAL ERROR IN PPOA APPENDICES B AND C (NUNC PRO TUNC)**

URGENT JOINT MOTION FOR CORRECTION OF INADVERTENT CLERICAL ERROR IN PPOA APPENDICES B AND C, AND REQUEST FOR CLARIFICATION REGARDING PPOA SUPPLY PERIOD

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COME NOW Greenbriar Sustainable Living Inc. and PBJL Energy Corporation (collectively, "Greenbriar/PBJL", "Resource Provider" or "Proponent No. 7"), and the Puerto Rico Electric Power Authority ("PREPA") (collectively, the "Parties"), through their respective undersigned legal counsel of record, and respectfully state, allege, and pray as follows:

I. PROCEDURAL BACKGROUND

1. On October 5, 2026, the Parties submitted to the Puerto Rico Energy Bureau of the Public Service Regulatory Board ("Energy Bureau") the definitive, mutually agreed-upon contract packages for the Montalva Solar and Energy Storage Project in compliance with the Energy Bureau's *Resolution and Order* of September 17, 2026. The submission included the clean execution-ready Power Purchase and Operating Agreement ("Proposed PPOA", Exhibit I-A) and Energy Storage Services Agreement ("Proposed ESSA", Exhibit I-D), alongside the required comparative redlines (Exhibits I-B, I-C, I-E, and I-F).

2. On October 30, 2026, this Honorable Energy Bureau issued a *Resolution and Order* ("October 30 Order") formally approving both the Proposed PPOA and the Proposed ESSA for the Montalva Project.

3. In Section V (Conclusion) of the October 30 Order, the Energy Bureau noted that:

> Any subsequent amendment or modification to either agreement, including its appendices, shall be submitted to the Energy Bureau for review and prior approval before execution or implementation.

4. This Urgent Motion is filed for the sole, straightforward administrative purpose of requesting the correction of an inadvertent clerical discrepancy in Appendices B and C of the Proposed PPOA (Exhibit I-A), harmonizing it directly with the companion ESSA (Exhibit I-D) and prior Commission determinations.

II. INADVERTENT CLERICAL ERROR IN PPOA APPENDICES B AND C

5. During the contract finalization proceedings, it was established and approved that the requirement to provide evidence of its ability to contribute equity equal to thirty percent (30%) of the forecasted facility development costs and PREPA Interconnection Facilities works would be eliminated as a Signing Condition and relocated as a Condition Precedent to the Closing Date.

6. In the Proposed ESSA (Exhibit I-D) submitted on October 5, 2026, and approved by the Energy Bureau, this revision was correctly included:

- ESSA Appendix B (PREPA Signing Conditions): The 30% equity condition was properly removed, concluding at Item 1(j) (debt review certifications).
- ESSA Appendix C, Part 1 (Resource Provider Conditions Precedent): The requirement was properly inserted under Item (j), which reads:

> *evidence of Resource Provider's ability to provide Equity at least equal to the sum of (i) thirty percent (30%) of the forecasted costs to develop the Facility and (ii) the forecasted cost to construct the PREPA Interconnection Facilities Work, by the forecasted date on which*

Resource Provider will first draw down on funds for such development under the financing documents with the Project Lenders; and…

7. However, due entirely to an inadvertent clerical oversight during the mechanical compilation of the clean and redline Word documents on October 5, 2026, the Proposed PPOA (Exhibit I-A) failed to reflect this change:

- PPOA Appendix B (Page 85): Inadvertently retained the 30% equity condition as Item 1(k).
- PPOA Appendix C, Part 1 (Page 86): Omitted the corresponding provision from the Conditions Precedent list, terminating at Item (i).

8. The retention of Item 1(k) in Appendix B of the PPOA constitutes a plain, non-substantive clerical error. It creates an unintended internal discrepancy between the PPOA and the companion ESSA, contradicts the agreed procurement framework, and inadvertently imposes a pre-signing requirement that the Commission had approved as a Condition Precedent to Closing.

9. To correct this oversight and preserve a pristine administrative record prior to contract execution, the Parties submit with this Motion:

- **Exhibit 1**: Corrected replacement pages for PPOA Appendix B (Page 85) and Appendix C (Page 86); and
- **Exhibit 2**: A one-page redline showing the deletion of Item 1(k) from Appendix B and the insertion of Item (j) into Appendix C, Part 1.

10. This clerical correction involves no change to pricing, facility capacity, commercial risk allocation, or technical parameters approved by the Energy Bureau in the October 30 Order. It simply aligns the PPOA text with the approved ESSA.

III. REQUEST FOR CLARIFICATION REGARDING PPOA SUPPLY PERIOD

11. The Parties also respectfully request clarification regarding an apparent discrepancy between the description of the Proponent No. 7 Solar PV Project contained in Section III(A)(ii) of the October 30 Order and the term expressly provided in the Proposed PPOA approved by the Energy Bureau.

12. In Section III(A)(ii) of the October 30 Order, the Energy Bureau describes the Proponent No. 7 Solar PV Project as an 80 MW Solar PV generation facility that "would supply solar generated electricity to PREPA under the Proposed PPOA for a term of twenty (20) years."

13. The Proposed PPOA submitted by the Parties on October 5, 2026, however, expressly provides for a twenty-five (25)-year Supply Period. Specifically, Section 1.1 defines the "Supply Period" as the period commencing on the Commercial Operation Date and expiring on the twenty-fifth (25th) anniversary thereof. Section 2.2, in turn, provides that the initial Term of the PPOA continues until expiration of the Supply Period.

14. By comparison, the companion ESSA provides for a twenty (20)-year term. Accordingly, the Parties respectfully request the Energy Bureau to issue a determination clarifying that the twenty (20)-year reference appearing in Section III(A)(ii) of the October 30 Order with respect to the Solar PV Project does not modify the twenty-five (25)-year Supply Period expressly provided in the Proposed PPOA.

15. Accordingly, the Parties respectfully request that the Energy Bureau clarify and confirm that the twenty-five (25)-year Supply Period expressly provided for in in the Proposed

PPOA submitted on October 5, 2026, remains the applicable contractual term for the Solar PV Project.

IV. PRAYER FOR RELIEF

WHEREFORE, the Parties respectfully request that this Honorable Energy Bureau:

(1) **TAKE NOTICE** and **APPROVE** the contents of this Joint Urgent Motion;

(2) **AUTHORIZE** the limited correction, of the clerical error in the Proposed PPOA (Exhibit I-A), approving the deletion of Item 1(k) from Appendix B (PREPA Signing Conditions) and the inclusion of Item (j) in Appendix C, Part 1 (Resource Provider Conditions Precedent) as set forth in Exhibits 1 and 2 hereto;

(3) **APPROVE** the corrected pages submitted herewith for incorporation into the PPOA prior to its execution: **Exhibit 1**: Corrected replacement pages for PPOA Appendix B (Page 85) and Appendix C (Page 86); and **Exhibit 2**: A one-page redline showing the deletion of Item 1(k) from Appendix B and the insertion of Item (j) into Appendix C, Part 1;

(4) **CLARIFY and CONFIRM** that the reference in Section III(A)(ii) of the October 30 Order to a twenty (20)-year term for the Proponent No. 7 Solar PV Project does not modify the twenty-five (25)-year Supply Period expressly provided in the Proposed PPOA approved by the Energy Bureau; and

(5) **CONFIRM** that the twenty-five (25)-year Supply Period set forth in the approved Proposed PPOA constitutes the applicable initial Supply Period for the Proponent No. 7 Solar PV Project.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 3rd day of November 2026.

CERTIFICATE OF SERVICE: We hereby certify that this document was filed with the Office of the Clerk of the Energy Bureau through its Electronic Filing System at https://radicacion.energia.pr.gov/login.

Counsel for Proponent No. 7

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mvalle@gmlex.net

Exhibit 1: Corrected replacement pages for PPOA Appendix B (Page 85) and Appendix C (Page 87-88)

APPENDIX B

PREPA SIGNING CONDITIONS

1. Together with the signing of this Agreement by PREPA, Resource Provider shall provide:

   a. an original certificate of tax status and compliance from the Commonwealth of Puerto Ricofor the five (5) previous years, confirming that it does not owe Taxes to the Commonwealthof Puerto Rico or is paying such Taxes by an installment plan in full compliance with its terms;

   b. an income tax return filing certificate issued by the Treasury Department of Puerto Rico, Area of Internal Revenues assuring that Resource Provider has filed its Income Tax Returnfor the last five (5) years (obtained by using the Request for Copy and/or Certification of Income Tax Returns Form issued by the Treasury Department of Puerto Rico);

   c. a certificate of debt issued by the Treasury Department of Puerto Rico, Area of Internal Revenues;

   d. a certificate issued by the Municipal Revenues Collection Center assuring that Resource Provider does not owe any Taxes to such governmental agency;

   e. a certificate issued by the Department of Labor and Human Resources of Puerto Rico, evidencing that Resource Provider has paid to the Department of Labor and Human Resources of Puerto Rico, if applicable, its employees' contributions, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness or social security for chauffeurs) or is paying such contributions by an installmentplan in full compliance with its terms;

   f. a certificate issued by the Child Support Administration (ASUME) evidencing that Resource Provider has complied with the retention, if applicable, that an employer must do;

   g. a sworn and notarized statement, as of the Agreement Date, evidencing compliance with Article 3.3 Act 2-2018, as amended, known as the Anti-Corruption Code for a New PuertoRico of the Commonwealth of Puerto Rico, as amended, in the form set forth in AppendixR (*Form of Sworn Statement*);

   h. a certification, as of the Agreement Date, that, to its actual knowledge, no public employeehas any personal or economic interest in this Agreement, under Section 22.11 (*No Economic Interest*);

   i. a certification, as of the Agreement Date, that, to its actual knowledge, it does not receivepayment or benefit of any nature for services rendered regularly through an appointment to a Governmental Authority of Puerto Rico, under Section 22.10 (*Anticorruption & Antibribery*); and

   j. if any of the previously required certifications show a debt, and Resource Provider has requested a review or adjustment of this debt, a certification that Resource

Provider has made such request at the Agreement Date; and if PREPA denies the requested review or adjustment and such determination is final, proof of payment of this debt to PREPA or confirmation that Resource Provider accepts that PREPA shall offset the owed amount from the corresponding payments.

2. Prior to the signing of this Agreement by PREPA:

   a. Resource Provider shall have provided the certification set forth in Appendix S (*Form of FOMB Certification*);

   b. PREB and FOMB shall have approved this Agreement; and

   c. Resource Provider shall have presented PREPA with documents evidencing Resource Provider's ownership and/or control of the Site for the purposes of implementing the Project.

APPENDIX C

CONDITIONS PRECEDENT

PART 1. RESOURCE PROVIDER CONDITIONS

As conditions precedent to the Closing Date, Resource Provider shall deliver the following documents to PREPA in form and substance satisfactory to PREPA:

a. the Performance Security;

b. certified true and correct copy of insurance certificates or cover notes evidencing the insurance coverages required pursuant to Article 18 (*Insurance*) and applicable to pre-construction activities, which have entered into full force and effect, and PREPA having approved thereof in writing, which approval PREPA shall not unreasonably withhold, condition or delay provided, however, that coverages related to construction activities or operational activities will be provided prior to the Construction Start Date or Commercial Operation Date, respectively;

c. a certificate, signed by a duly-authorized representative of Resource Provider, in the formset forth in Appendix AA (*Form of Warranty Compliance Certificate*);

d. a legal opinion prepared by Resource Provider's external counsel, confirming the warrantymade by Resource Provider in item (4), paragraph (a) of Section 12.3 (*Resource ProviderRepresentations & Warranties*);

e. the following technical documents:

1. the Energy Yield Assessment Report;

2. a preliminary engineering design of the Facility and the PREPA Interconnection Facilities, consistent with Prudent Electrical Practices, the Interconnection Agreement and the MTRs;

3. a proposed relay protection scheme (to include the PREPA Interconnection Facilities and the Resource Provider Interconnection Facilities); and

4. a certified PSS/E mathematical model of the specific facility, the manufacturer's performance data and expected output curve;

f. the total amount in US Dollars ($) expended to construct the Sectionalizer, certified as true and accurate by an officer of the Company, and notarized;

g. the Payment Guarantee;

h. appointment of Service of Process Agent;

i. certified true and correct copy, signed by a duly-authorized representative of Resource Provider, of a wire transfer confirming that Resource Provider

has remitted all costs related to any outstanding studies or upgrade fees required from the Resource Provider; and

j. evidence of Resource Provider's ability to provide Equity at least equal to the sum of (i) thirty percent (30%) of the forecasted costs to develop the Facility and (ii) the forecasted cost to construct the PREPA Interconnection Facilities Works by the forecasted date on which Resource Provider will first draw down on funds for such development under the Financing Documents with the Project Lenders.

PART 2 -PREPA CONDITIONS

PREPA shall satisfy the following as conditions precedent to the Closing Date:

a. completion of the Feasibility Study, System Impact Study, Interconnection Point Facility Study, and Network Upgrade Facility Study;

b. evidence of filing of this Agreement with the Puerto Rico Controller; and

c. delivery of a legal opinion prepared by its external counsel in a form reasonably acceptable to Resource Provider, confirming the warranty made by PREPA in paragraph (b) of Section 12.4 (*PREPA Representations & Warranties*).

PART 3- OTHER CONDITIONS

As conditions precedent to the Closing Date, the following events shall have occurred or apply:

a. the FOMB shall have recognized that PREPA's costs and obligations owed to Resource Provider arising under this Agreement are administrative expenses and entitled to priority treatment within the meaning of section 5.3 of the Bankruptcy Code, as made applicable by section 301(a) of PROMESA;

b. the execution and delivery of the Interconnection Agreement by the Parties; and

c. the absence of any Legal Challenge.

Exhibit 2: A one-page redline showing the deletion of Item 1(k) from Appendix B and the insertion of Item (j) into Appendix C, Part 1

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