

**Press Release – Tierra Mojada Luxembourg II S.à r.l. (f/k/a FEL Energy VI S.à r.l.)  
March 3, 2026**

**Tierra Mojada Luxembourg II S.à r.l. announces commencement of a consent solicitation  
for its 5.750% Senior Secured Notes due 2040**

LUXEMBOURG, GRAND DUCHY OF LUXEMBOURG – Tierra Mojada Luxembourg II S.à r.l. (f/k/a FEL Energy VI S.à r.l.) (“Company,” “we,” “us,” or “our”) announced today that it is soliciting consents (the “Consent Solicitation”) from the holders of its 5.750% Senior Secured Notes due 2040 (the “Notes”) being made with respect to certain proposed amendments to the contractual service agreement dated as of May 8, 2017 (the “Contractual Service Agreement”) by and among Ciclo Combinado Tierra Mojada, S de R.L. de C.V. and GE Vernova Global Services GmbH (f/k/a General Electric Global Services GmbH) that will allow us to install a MeeFog Wet Compression System (“MWCS”) on either or both of the GE 7HA.02 gas turbines (the “Turbines”) installed in its 874.5 MW CCGT power plant located in Zapotlanejo, Jalisco, Mexico. The Consent Solicitation is being made pursuant to the consent solicitation statement dated March 3, 2026 (as may be amended or supplemented from time to time, the “Consent Solicitation Statement”), pursuant to which we propose making certain amendments to, among other sections, Liability, Inspect Only Components, Warranty, Maintenance, Performance Guarantees, Outage Duration Guarantees and Suspension Rights (the “Proposed CSA Amendments”).

The Consent Solicitation was commenced today and will expire at 5:00 p.m., New York City time, on March 13, 2026, unless extended by the Company (each such date and time, as the same may be extended, is referred to as the “Expiration Time”). Only holders of the Notes as of the Record Date (as defined in the Consent Solicitation Statement) of the applicable Notes are entitled to consent to the Proposed CSA Amendments pursuant to the applicable Consent Solicitation.

In order to effect the Proposed CSA Amendments (described in more detail in the Consent Solicitation Statement), the Company proposes to enter into an amendment to the Contractual Service Agreement (the “Amended Agreement”).

The adoption of the Proposed CSA Amendments requires the prior written approval of the holders of the Notes and the lenders under the Credit Agreement (as defined below) (collectively, the “Senior Debtholders”) whose share, as of the date of calculation, is more than 50% of the sum (the “Requisite Consents”) (calculated without duplication) of the following: (a) the aggregate outstanding principal amount of Loans (as defined in the Indenture), unreimbursed LC Disbursements (as defined in the Indenture), the aggregate available undrawn amount of the Letters of Credit (as defined in the Indenture) and the available undrawn commitments under the Credit Agreement; and (b) the aggregate outstanding principal amount of the Notes (the “Combined Exposure”). Concurrently with this Consent Solicitation, the Company is soliciting written approval from the lenders under that certain Amended and Restated Credit Agreement dated as of September 4, 2024 among Tierra Mojada, as borrower, the guarantors party thereto, the issuing banks party thereto from time to time, the lenders party thereto from time to time, and Scotiabank Inverlat, S.A. Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Administrative Agent (the “Credit Agreement”).

As of the date hereof, the sum of (a) the aggregate outstanding principal amount of Loans, (b) the unreimbursed LC Disbursements, (c) the aggregate available undrawn amount of the Letters of Credit and (d) the available undrawn commitments under the Credit Agreement, was U.S.\$200,000,000. As of the Launch Date, lenders representing U.S.\$200,000,000 have approved the Proposed CSA Amendments, representing 22.42% of the Combined Exposure.

The Proposed CSA Amendments constitute a single proposal with respect to the Notes, and a consenting holder must consent to the Proposed CSA Amendment as an entirety with respect to the Notes and may not consent selectively with respect to the Proposed CSA Amendments (including, for the avoidance of doubt, the Amended Agreement).

The following table sets forth certain terms of the Consent Solicitation:

|                        | <u>CUSIP</u>             | <u>ISIN</u>                  | <u>Original Principal Amount<sup>(1)</sup></u> | <u>Outstanding Principal Amount<sup>(1)</sup></u> | <u>Consent Fee<sup>(2)</sup></u>                                       |
|------------------------|--------------------------|------------------------------|------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------|
| Rule 144A Regulation S | 30260L AA3<br>L3500L AA7 | US30260LAA35<br>USL3500LAA72 | U.S.\$ 953,000,000                             | U.S.\$ 691,940,903.29                             | U.S.\$1.00 per<br>U.S.\$1,000 original<br>principal amount of<br>Notes |

- 
- (1) The amount set forth in the Outstanding Principal Amount column reflects the fact that the Notes are subject to principal amortization with a current Scaling Factor (as defined below) of 84.34190% as of the date of this Consent Solicitation Statement.
- (2) Consent Fee (as defined below) shall be multiplied by the Scaling Factor.

With respect to the Consent Solicitation, and subject to the terms and conditions described herein, a cash consent fee of U.S.\$1.00 per U.S.\$1,000 original principal amount of Notes (the “Consent Fee”) multiplied by the Scaling Factor of 84.34190% (the “Scaling Factor”) will be paid to the holders who validly deliver (and do not validly revoke) their consents to the Proposed CSA Amendments on or prior to the Expiration Time, in cash, within five business days of the Expiration Time (as the same may be extended or earlier terminated by us in our sole discretion), provided that the Requisite Consents with respect to the Notes have been received, and the Amended Agreements have been executed and delivered by us and the other parties thereto. Holders who deliver their Consents after the Effective Time but prior to the Expiration Time will be eligible to receive the Consent Fee. The time, at which the applicable Requisite Consents are received and of execution and delivery of the Amended Agreements, in each case, which may occur on or prior to the Expiration Time, is referred to herein, in each case, as the “Effective Time.” Holders of Notes will be permitted to revoke their Consent until the earlier to occur of the Effective Time or the Expiration Time. The Proposed CSA Amendments will become operative only upon the payment by us of the Consent Fee.

Subject to the terms and conditions described herein, the Company reserves the right, in its sole discretion (i) to terminate or amend, waive or modify any of the terms of such Consent Solicitation in any respect, at any time and for any reason, by giving notice to the Solicitation Agents and the Information & Tabulation Agent; (ii) to extend such Consent Solicitation for any reason from time to time; and (iii) not to extend such Consent Solicitation beyond the original Expiration Time or any date to which such Consent Solicitation has been previously extended.

Mizuho Securities USA LLC and SMBC Nikko Securities America, Inc. are acting as Solicitation Agents in connection with the Consent Solicitation. Questions regarding the Consent Solicitation may be directed to Mizuho Securities USA LLC at U.S.: (866) 271-7403 and SMBC Nikko Securities America, Inc. at U.S.: (888)-868-6856. Requests for additional copies of this Consent Solicitation Statement or related documents may be directed to Global Bondholder Services Corporation, which will act as Information & Tabulation Agent, at its telephone number (855) 654-2014 (toll free) or (212) 430-3774 (banks and brokers) or email [contact@gbsc-usa.com](mailto:contact@gbsc-usa.com).

The Consent Solicitation Statement has not been filed with or reviewed by any federal or state securities commission or authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of the Consent Solicitation Statement. Any representation to the contrary is unlawful and may be a criminal offense.

We have incorporated by reference into the Consent Solicitation Statement information described below. This means that we are disclosing important information about the Company by referring you to the following presentation that is available to you on the secure online portal available at <https://www.netroadshow.com/nrs/home/#/?show=1e1d9fc7> or visit <https://www.netroadshow.com> and enter the entry code: Energy26 (not case-sensitive), which requires a confidentiality acknowledgement:

- Tierra Mojada – Consent Solicitation Presentation (March 2026)

The information that we incorporate by reference is considered to be part of the Consent Solicitation Statement. Any other information contained on such website is not a part of the Consent Solicitation Statement.

### **No Offer or Solicitation**

This press release is for informational purposes only and the Consent Solicitation is only being made pursuant to the terms of, and subject to the conditions specified in, the Consent Solicitation Statement. The Consent Solicitation is not being made to, and consents are not being solicited from, holders of Notes in any jurisdiction in which it is unlawful to make such Consent Solicitation or grant such consent. None of the Company, the Indenture Trustee, the Solicitation Agents or the Information & Tabulation Agent makes any recommendation as to whether or not holders should deliver consents. Each holder must make its own decision as to whether or not to deliver consents. This communication does not constitute an offer to buy or the solicitation of an offer to sell any securities. This communication also is not a solicitation of consents to the Proposed CSA Amendments (including, for the avoidance of doubt, the Amended

Agreement). The securities described in the Consent Solicitation Statement have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), or any state securities laws, and they may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

### **Cautionary Note Regarding Forward-Looking Statements**

This statement contains forward-looking statements. All statements, other than statements of historical fact, that address activities, events or developments that we believe, expect or anticipate will or may occur in the future (including, without limitation, statements regarding the timing and terms of the Consent Solicitation and various matters related to our plans and objectives) are forward-looking statements. These forward-looking statements reflect our current expectations or beliefs based on information currently available to us. Forward-looking statements are subject to a number of risks and uncertainties that may cause the actual results to differ materially from those discussed in the forward-looking statements, and even if such actual results are realized or substantially realized, there can be no assurance that they will have the expected consequences to, or effects on, us. Additional factors are detailed in the Consent Solicitation Statement.

Any forward-looking statement speaks only as of the date on which it is made and, except as may be required by applicable law, we disclaim any intent or obligation to update any forward-looking statement, whether as a result of new information, future events or results or otherwise. Although we believe that the assumptions inherent in the forward-looking statements are reasonable, forward-looking statements are not guarantees of future performance and accordingly undue reliance should not be put on such statements due to the inherent uncertainty therein. Accordingly, readers are cautioned not to place undue reliance on the forward-looking statements.

Media Contact:  
investor.relations@saavienergia.com