BY ELECTRONIC MAIL

August 17, 2026

The Honorable Jenniffer A. González Colón
Governor of Puerto Rico

Mr. Josué Colón Ortiz
Energy Czar
Executive Director
Puerto Rico Public-Private Partnerships Authority

Ms. Mary C. Zapata Acosta
Executive Director
Puerto Rico Electric Power Authority

Mr. Osvaldo Carlo Linares
President
Third-Party Procurement Office

Re: Temporary Emergency Generation Contract - Power Expectations, LLC; Enchanted Rock, LLC; and Reyes Contractor, LLC

Dear Governor González Colón, Energy Czar Colón Ortiz, Executive Director Zapata Acosta, and President Carlo Linares,

The Financial Oversight and Management Board for Puerto Rico (the "Oversight Board") is writing to formally inform you of its decision to revoke its approval of the contract for temporary emergency generation between the Puerto Rico Electric Power Authority ("PREPA"), as buyer, and each of Power Expectations, LLC; Enchanted Rock LLC; and Reyes Contractor, LLC (jointly, the "Seller") (the "Contract"). The Oversight Board further directs PREPA to terminate the Contract.

The Oversight Board had reviewed the Contract in accordance with its contract review policy (the "Contract Review Policy") established pursuant to Section 204(b)(2) of PROMESA. The Oversight Board's May 8, 2026, conditional approval and its June 2, 2026, final determination each reserved the right to re-evaluate its approval upon becoming aware of "any inaccuracies or misrepresentations — whether intentional or not." On August 7, 2026, Enchanted Rock/ERock informed the Oversight Board via electronic mail that "ERock is not a party to the temporary power generation project in reference," and that "We have become aware that our company's name and signature were used without our authorization in connection with this procurement." Based on this development and as discussed further below, the Oversight Board revoked its approval effective Friday, August 14, 2026.

The $5.9 billion, 10-year Contract to deploy, install, operate, and maintain temporary power generation units with an aggregate capacity of 400 megawatt (MW) stems from a Request for Proposals ("RFP") issued by the Third-Party Procurement Office ("3PPO") in response to the direction of the Puerto Rico Energy Bureau ("PREB") in March 2025 to address the emergency related to an anticipated generation shortfall of approximately 700 MW to 850 MW, and to stabilize the system's reliability. The RFP required a qualified party; the Seller was deemed qualified because Enchanted Rock/ERock supplied resources and experience the other members lacked.

3PPO found, and the Oversight Board concurred, that Power Expectations and Reyes had not demonstrated prior experience executing utility-scale projects of comparable scope and complexity, and that the participation of Enchanted Rock/ERock was expressly relied upon to provide the technical, operational, and financial capacity necessary to execute the Project and be deemed a qualified party pursuant to the RFP. The qualification determination under the RFP was made by 3PPO, and the Oversight Board's final determination communicated on June 2, 2026, proceeded on that basis. The absence of Enchanted Rock/ERock's participation, therefore, undermines the viability of the project and the procurement process.

Although the procurement was awarded in August 2025, PREPA did not submit the contract for the Oversight Board's review until January 16, 2026, approximately 6 months after the second procurement process ("TPG2") concluded. Immediately thereafter, on January 21, 2026, the Oversight Board issued an initial Request for Information ("RFI"), requiring documentation to sustain the basis for the cancellation of the initial procurement process and clarity on whether TPG2 was a new procurement or reissuance of the prior procurement ("TPG1"), how the negotiation was conducted, and how the "non-negotiable terms" of the Contract were developed and introduced.

Along with its response to the RFI, 3PPO asked the Oversight Board to provide so-called "Jurisdictional Clarification," questioning the "legal and operational boundaries" of the Oversight Board's review powers pursuant to PROMESA, urging the Oversight Board to reassess its involvement in its contract review processes, and claiming the Oversight Board's questions exceed the scope of its legal mandate and served only to delay execution of the Contract. The Oversight Board's role under PROMESA is to ensure government and public entity contracts promote market competition and are consistent with applicable fiscal plans. Section 204(b)(3) of PROMESA mandates the Oversight Board to increase the public's faith in the government contracting process. The Oversight Board takes this legal obligation and responsibility very seriously and expects every government agency to share this diligence, duty, and care.

Subsequently, the Oversight Board had additional questions about the business and financing model and the pricing structure embedded in the Contract. The lack of financial commitments or guarantees on behalf of PREPA, in exchange for the provision of 400MW of temporary emergency generation, coupled with an immediate deployment schedule that required a substantial investment, raised serious concerns about the feasibility of the project. 3PPO's answers were incomplete.

The Oversight Board issued another RFI, inquiring about the evaluation and scoring process and how the final pricing structure was achieved. The Oversight Board requested the energy demand projections that were used to sustain the generation forecast assumed in the contract value and underlying financing mechanism (based on energy sales receivables), the due diligence conducted with respect to the identity, experience and financial resources of the proposed lender, information on the performance bond requirements and lastly, details about the natural gas infrastructure and logistics requirements and clarity on how the fuel type impacted the contract price.

On May 8, 2026, the Oversight Board issued its conditional approval of the Contract to enable the execution of a project intended to add much-needed emergency generation capacity to Puerto Rico for peak demand season. The Oversight Board's conditions addressed outstanding risks and concerns identified throughout the review process and required significant changes to be incorporated in the Contract. After 3PPO and PREPA submitted a revised version of the Contract in compliance with the terms of our conditional approval, the Oversight Board gave its final approval on June 2, 2026.

The Contract was executed on June 10, 2026. However, on June 12, 2026, unbeknownst to the Oversight Board, Power Expectations transferred the interest of Enchanted Rock/ERock to an entirely new party, Flotek Industries, Inc. ("Flotek"), through an Assignment and Assumption Agreement. It remains unclear how Flotek was selected, and it is the Oversight Board's understanding that Power Expectations did not request PREPA's written consent to the assignment until July 29, 2026. The Oversight Board only learned of PREPA's consent to the assignment on August 5, 2026, as part of 3PPO's response to yet another RFI.

The Puerto Rico Public-Private Partnerships Authority ("P3A"), 3PPO, and PREPA are well aware that all proposed amendments or modifications to a contract, including the replacement of a material counterparty, are subject to the Contract Review Policy and must be submitted to the Oversight Board for review and approval. Any consent by PREPA to such a material amendment is not valid without Oversight Board approval. However, such approval from the Oversight Board was never sought or provided.

It was not until August 7, 2026, that the Oversight Board was informed of Enchanted Rock/ERock contention that its corporate name and signature on the Contract were unauthorized. That information came to the Oversight Board through the media and a subsequent notice from Enchanted Rock/ERock.[1] That same day, the Oversight Board informed 3PPO by letter that it was reviewing its options, including revoking its approval of the Contract and making a referral to the relevant law enforcement authorities.

The Oversight Board subsequently learned through a media release issued by P3A on August 9, 2026, that representatives of Enchanted Rock/ERock first made contact with P3A and 3PPO on June 16, 2026, about the issue of the unauthorized use of their name and signature on the Contract.

Lastly, in a letter to the Oversight Board on August 14, 2026, PREPA's Executive Director Mary C. Zapata stated that PREPA also became "aware of the allegations made by ERock on August 7, 2026, when it received a request for information from a TV program." Ms. Zapata clarified to the Oversight Board that PREPA had consented to the substitution of Enchanted Rock/ERock with Flotek on July 31, 2026, without knowing that Enchanted Rock/ERock had contacted P3A and 3PPO about the issue over six weeks earlier. Despite P3A and 3PPO's knowledge of the issue, 3PPO sent a letter to PREPA recommending the substitution on July 30, 2026, without disclosing ERock's allegations.

Many of the details around this Contract remain unclear. Accordingly, the Oversight Board is providing, as an attachment to this letter, a list of relevant questions that to this day remain unanswered. It is clear, however, that without the Oversight Board's involvement, review process, and persistent questions, the Contract would have gone ahead, and the people of Puerto Rico would not have adequate transparency into a procurement that is irreparably impaired.

Nonetheless, 3PPO urged the Oversight Board to "weigh the practical consequences that revocation of its approval of the Contract would have on Puerto Rico's ongoing energy emergency." The Oversight Board did. The emergency was declared 17 months ago, and to date, even 68 calendar days since the Contract's purported execution, no progress has been reported. Based on the facts, it is highly unlikely that the Seller could ever have met the Contract's terms.

Therefore, after careful review of the facts available, the Oversight Board has revoked its approval in order to increase the public's faith in the government contracting process and safeguard the interests of the people of Puerto Rico, and instructs PREPA to terminate the Contract, among other reasons, due to the loss of authority to perform the Contract by a key Seller party.

The Oversight Board was keenly aware of the energy emergency when it reviewed the Contract. But at this point, it would be unconscionable to prolong a project that is seriously delayed and rests on a procurement that is fundamentally flawed. As outlined below, other effective solutions are available and should be considered in addition to the possibility of a new procurement. It is time for P3A and PREPA to move both competently and expeditiously to respond to the existing energy emergency.

[1] *See* Oversight Board's August 7, 2026 letter

Puerto Rico's electric power system is in permacrisis. A failing infrastructure, dilapidated grid, inadequate maintenance, leadership failure, and financial mismanagement left Puerto Rico's energy supply in a state of emergency that is enduring for far too long. Given the facts discussed in this letter, the Contract is no longer a viable vehicle to help address this emergency. Yet, providing the people and businesses of Puerto Rico with the electricity they need is imperative.

The U.S. Department of Energy has offered their help and assistance, as they have done in the past, to ensure our people have the energy they deserve. Therefore, the Oversight Board urges PREB, the Energy Czar, and PREPA to pursue effective solutions that are, at this point, both more viable and effective:

- Immediate repairs on San Juan and Palo Seco MP and TMs generation units. These repairs could add ~200MW to system.
- Accelerate installation of Genera PR peakers (~244 MW) & Genera PR BESS projects (~430 MW).
- AES Jobos & Salinas can and should inject ~485 MW (PV + BESS) capacity by the end of 2026.
- A new, expeditious procurement process to secure additional capacity.

Attached to this letter we include a statement of facts (Appendix A) and a list of outstanding questions (Appendix B) to provide a record of the chain of events and issues that led to the revocation of the Oversight Board's approval of the Contract.

Respectfully,

Robert F. Mujica, Jr.
Executive Director

CC: The Honorable Thomas Rivera Schatz
The Honorable Carlos J. Méndez Núñez
Chairman Edison Avilés Deliz

APPENDIX A

STATEMENT OF FACTS

1. **The Oversight Board's role in the procurement process**
    a. The Oversight Board is not a party to the Contract.
    b. The Oversight Board's May 8, 2026, conditional approval and its June 2, 2026, determination each reserved the right to re-evaluate its approval upon becoming aware of "any inaccuracies or misrepresentations, whether intentional or not."
    c. The Oversight Board's process to review and approve contracts relies largely on the government parties entering into the agreement to vet the counterparties. In accordance with PROMESA, the Oversight Board's contract review policy is designed to restore the public's faith in the procurement process by ensuring the government procures public contracts in a way that promotes market competition and that contracts are consistent with the Fiscal Plans.
    d. The Oversight Board takes no position on the dispute between Power Expectations and Enchanted Rock/ERock. The Oversight Board's concern is confined to the accuracy and completeness of the record presented and whether the conditions of approval have been met.
    e. The Oversight Board's August 7, 2026, letter put the Contract parties on notice that revocation of approval and referral to the relevant authorities were under consideration.

2. **The award depended on Enchanted Rock/ERock**
    a. 3PPO's own "Financial Capacity and Liquidity Comparison" of August 28, 2025, concluded that the proposal did not provide adequate evidence of the organizational or financial capacity necessary to sustain performance over the ten-year term, and that the contemplated award was "substantially disproportionate" to Power Expectations' reported revenues.
    b. 3PPO found that Power Expectations and Reyes Contractor had not demonstrated prior experience executing utility-scale projects of comparable scope and complexity. Enchanted Rock/ERock's participation was expressly relied upon to provide the technical, operational, and financial capacity necessary to execute the Project and be deemed a qualified party pursuant to the RFP. The qualification determination under the RFP was made by 3PPO. The Oversight Board's June 2, 2026, determination proceeded on that basis.
    c. Multiple iterations of 3PPO's Final Evaluation and Recommendation Report documented that Enchanted Rock/ERock was excluded from the Joint Venture. However, its recommendation to award required the Joint Venture to be amended to include Enchanted Rock/ERock as a party to mitigate the financial and capacity risks identified. (Final Evaluation Report Summary TPG2-9.30.2025)

d. 3PPO's “Background Analysis on Power Expectations LLC and Entities and Individuals Related” dated August 14, 2025, stated that Power Expectations “has been widely compared to the post-hurricane 'Whitefish' contracting scandal, due to the firm's small size and political connections.”
e. According to 3PPO’s Final Evaluation Report Summary, Power Expectations was the lowest-scored bid. The original bid bond offered by Power Expectations was $300,000 against a maximum contract value of $5,886,720,000. The Oversight Board questioned who authorized the acceptance of the $300,000 bid bond, which remained without a clear answer.
f. The Oversight Board's approval the Contract therefore relied on Enchanted Rock/ERock as a signing member of the Seller. Absent Enchanted Rock/ERock’s participation, Power Expectations and Reyes Contractor would not have been qualified based on the record provided. The RFP required a qualified party; the Seller was deemed qualified because Enchanted Rock supplied what the other members lacked.
g. The purported assignment to Flotek does not preserve the award as approved; it attempts to place an entity that never competed in the procurement into the role of the qualified Seller. Further, no re-qualification or substitution of the Seller with Flotek has been submitted to the Oversight Board for approval.
h. Even on the assumption that Enchanted Rock/ERock validly signed and later withdrew from the Contract — the assumption most favorable to the Seller — the Seller, as presently constituted, no longer satisfies the qualification basis on which the Oversight Board approved the Contract.

3. **A named Seller party disputes the record:**
   a. On August 7, 2026, an Enchanted Rock/ERock spokesperson confirmed to the Oversight Board that “ERock is not a party to the temporary power generation project referenced” and that it had “become aware that our company’s name and signature were used without our authorization in connection with the procurement.”
   b. A person named Jhoby Weaks signed the contract on behalf of Enchanted Rock/ERock. The identity of the person and his background is unclear, although the 3PPO publicly claimed to have identified the individual.
   c. ERock's General Counsel contacted the legal counsel for the P3A about a “potential misconduct and possible criminal conduct.” P3A counsel forwarded the communication to 3PPO’s president on June 16, 2026. The Oversight Board was not informed of this communication and allegation, and according to PREPA, neither were they.
   d. Verification of the Seller’s internal corporate authority was a function of the procurement, which was led by 3PPO. The Oversight Board received the May 29, 2026, final execution version of the Contract, which identified all three entities as signatories, including

Enchanted Rock/ERock, as the Seller, and on that basis determined that the conditions for approval had been satisfied.

4. **What the Oversight Board was told, and when:**
   a. Each of the versions of the Contract provided to the Oversight Board, including the one the Oversight Board finally approved, included Enchanted Rock/ERock executive Corey Amthor as the signee. On July 22, 2026, in a partial response to the Oversight Board's RFI dated June 16, 2026, PREPA submitted a copy of the executed Contract to the Oversight Board. That Contract is signed by a person named Jhoby Weaks, purporting to be the Chief Operating Officer (COO) of Caribbean Operations of Enchanted Rock. The Oversight Board has no information about the identity of Jhoby Weaks. The Oversight Board was never informed of the change to the signee on behalf of Enchanted Rock/ERock.
   b. On August 9, 2026, P3A informed the Oversight Board that on June 16, 2026, it referred Enchanted Rock/ERock's "report" of "potential misconduct and possible criminal conduct" to the principal officer of 3PPO for investigation and agreed to support the investigation.
   c. P3A subsequently received and evaluated 3PPO's findings and determined that the matter should be brought to the attention of authorities with investigative competence. P3A disclosed the referral to the Puerto Rico Department of Justice and to federal authorities in a media release nearly two months later, on August 13, 2026.[2]
   d. On July 16, 2026, the Oversight Board had issued a request for information to PREPA and 3PPO asking, among other things, for any changes in the Seller parties, "whether or not consummated," together with a copy of the executed Contract, the ~$1.18 billion performance security, interconnection status, milestone-compliance reports, delay or extension notices, and PREPA's current estimate of the commercial operation date.
   e. On July 22, 2026, PREPA submitted a partial response to the Oversight Board including:
      1. A copy of the executed Contract;
      2. A copy of July 17, 2026, letter addressed to Power Expectations by PREPA, clarifying that:
         (a) Power Expectations' prior letter addressed to 3PPO on June 17, 2026, did not constitute a formal request to PREPA seeking its consent to the proposed assignment;
         (b) On July 9, 2026, Greenberg Traurig LLP, counsel to Power Expectations, sent a letter to PREPA formally requesting PREPA's approval of the assignment and included a copy of the June 17 letter to 3PPO;

[2] Autoridad para las Alianzas Público-Privadas y el zar de Energía refieren al Departamento de Justicia y a las autoridades federales alegaciones relacionadas con contrato de Power Expectations - WIPR

(c) The Assignment and Assumption Agreement was executed on June 12, 2026, before PREPA was afforded the opportunity to provide written consent pursuant to Article VXI of the Contract;

(d) PREPA could not consent to the assignment because it had "not been furnished with a complete record relating to the proposed assignment"; and

(e) PREPA was requesting copies of all communications exchanged between Power Expectations and 3PPO relating to the proposed assignment of Enchanted Rock's obligations to Flotek .

3. A copy of PREPA's July 15 response letter, which denied Power Expectations' July 9 request for an extension of the Commercial Operation Date
4. A copy of PREPA's July 17 Non-Compliance notice to Power Expectations regarding its failure to comply with the Reporting Obligations under Section 2.5 of the Contract

f. 3PPO responded to the Oversight Board's request on August 5, 2026, stating that

1. Flotek Industries, Inc. had been substituted for Enchanted Rock.
2. The ~$1.18 billion performance bond had not been delivered.
3. All contractual milestones were unmet and no progress had occurred.
4. The Commercial Operation Date ("COD") extension request had been denied[3] and was still estimated to take place on November 4, 2026.

g. On July 30, 2026, despite P3A and 3PPO's knowledge and ongoing investigation of the allegations regarding Enchanted Rock/ERock's lack of authorization to sign the Contract (and without telling PREPA about Enchanted Rock/ERock's allegations), 3PPO recommended that PREPA approve the assignment to Flotek. Subsequently, PREPA notified Power Expectations' CEO of PREPA's consent to the assignment to Flotek.

h. On August 5, 2026, 3PPO provided the Oversight Board with the paperwork of the PREPA-authorized assignment change without mentioning Enchanted Rock/ERock's allegation. The allegation came to the Oversight Board's attention through a press inquiry on August 7, 2026, whereupon the Oversight Board obtained confirmation from an ERock spokesperson on the same day.

i. After receiving confirmation from the Enchanted Rock/ERock spokesperson that their company's name and signature were used without their authorization, the Oversight Board sent a letter on August 7, 2026, to place the parties on notice that revocation of approval and referral to the relevant authorities were under consideration.

[3] COD is defined in the contract as: the date on which the power generation system is fully deployed, tested, and supplying power to grid.

j. 3PPO's August 9, 2026, response:

  1. Acknowledges the controversy for the first time. This material disclosure *followed* the Oversight Board's revocation warning of August 7th.
  2. Urges the Oversight Board to "weigh the practical consequences that revocation of its approval of the Contract would have on Puerto Rico's ongoing energy emergency", rather than terminate an impaired procurement process.
  3. States that it treated the matter with "utmost seriousness and urgency from the moment it first came to our attention — nearly seven weeks before the Oversight Board's August 7 letter," conceding the 52-day period of its knowledge without disclosure.

k. Also on August 9, 2026, P3A stated in a letter to the Oversight Board that "while the investigation proceeds, the Government must continue protecting the public interest by enforcing the Contract, monitoring project implementation, and pursuing the urgent objective for which the procurement was undertaken."

l. In a letter to the Oversight Board on August 14, 2026, PREPA's Executive Director Mary C. Zapata stated that PREPA also became "aware of the allegations made by ERock on August 7, 2026, when it received a request for information from a TV program." Ms. Zapata clarified to the Oversight Board that PREPA therefore consented to the substitution of Enchanted Rock/ERock with Flotek on July 31, 2026, without knowing that Enchanted Rock/ERock had contacted P3A and the 3PPO about the controversy more than six weeks earlier.

5. The condition of the Oversight Board's approval of the Contract

a. May 8, 2026, conditional approval:

  1. Schedule, milestones, reporting, COD remedies: not met. One non-conforming biweekly report and two daily reports were produced. PREPA declared reporting non-compliance on July 17, 2026, and demanded cure by July 20; the deadline passed without compliance. On August 5 the 3PPO confirmed that all contractual milestones were unmet and no progress had occurred.
  2. Payment and performance guarantees: not met. The ~$1.18 billion construction-phase performance security was never delivered, as the 3PPO confirmed in writing on August 5, 2026. This alone constitutes grounds for termination pursuant to Article XV, Section 15.1.
  3. Fuel structure and fixed-price assurances: not a current deliverable.

6. **Progress and schedule**
   a. On August 5, 2026, 3PPO reported to the Oversight Board that no milestone had been met, the performance security did not exist, and no progress had occurred.
   b. The Seller gave a Notice of Delay on July 6, 2026, seeking an open-ended extension without the recovery schedule the Contract requires. PREPA denied the extension on July 15, 2026.
   c. According to the terms of the Contract, the contractual Commercial Operation Date is November 7, 2026 — Day 150 from execution. 3PPO had reported the date as November 4, 2026, to the Oversight Board. The Oversight Board had asked for PREPA's good-faith estimate and received a restatement of the contractual deadline.

7. **Inconsistencies**
   a. On August 9, 2026, 3PPO urged the Oversight Board not to revoke its approval of the Contract, citing reliance on Power Expectations' representations, and on a Power Expectations project update, asserting that the first batch of generation units was "already in transit to Puerto Rico." Yet that position is inconsistent with a potential referral to the authorities announced at a news conference that same day.
   b. In the August 9, 2026, letter responding to the Oversight Board, the P3A Executive Director also stated he had knowledge of the allegations since June 16, 2026. He agreed with the Oversight Board's concerns but insisted the contract move forward in the interest of "protecting the continuity of a critical energy project."
   c. The Oversight Board could not leave a $5.8 billion contract in place in reliance on a party's representations while a government authority publicly announced that the same matter may warrant a referral to prosecuting federal and local authorities.
   d. On August 7, 2026, the Oversight Board learned from the media rather than from P3A or 3PPO of Enchanted Rock/ERock's claim that its name and signature were not authorized.
   e. Another inconsistency concerns the timing of PREPA's consent and 3PPOs knowledge of the assignment of Enchanted Rock/ERock's participation as Seller to Flotek:

      1. Power Expectations informed 3PPO of the executed Assignment and Assumption Agreement on or before June 17, 2026, while PREPA was not aware of this until July 9, 2026.
      2. 3PPO receives serious allegations of misconduct on June 16; an investigation was directed the same day;
   f. 3PPO, which is responsible for the very procurement process being challenged, conducts the investigation and does not notify PREPA
      1. P3A received and evaluated 3PPO's findings; and the matter was judged to warrant referral to prosecuting authorities.

2. Between July 29, 2026, and July 31, 2026, the same officials processed, recommended and obtained PREPA's consent to an assignment of Enchanted Rock/ERock's obligation to Flotek, in reliance on the representations of Power Expectations, a party to whom a referral was initiated.

g. While the allegation was serious enough to warrant an investigation and referral to law enforcement, the procurement of the Contract continued and consent to a new Seller party was obtained without condition while that investigation remained open.
h. Article XVI provides that any assignment of Enchanted Rock/ERock's rights and obligations under the Contract shall require PREPA's prior written consent, which may be withheld or conditioned in PREPA's "sole and absolute discretion." The Contract states that "[a]ny attempted assignment without such consent shall be null, void and without effect."

APPENDIX B

Relevant Questions about the Procurement, Contract, and Project that Remain Unanswered

1. Jhoby Weaks and Enchanted Rock/ERock
    a. When did 3PPO first become aware of the change in Enchanted Rock's signatory from Corey Amthor to Jhoby Weaks?
    b. Did 3PPO investigate why the Enchanted Rock/ERock signatory was changed from Corey Amthor to Jhoby Weaks?
    c. Did 3PPO conduct any background check to validate the identity of Jhoby Weaks, also referenced in the contract and other documents as Joby Weaks and Jhoby Weeks?
    d. Did 3PPO communicate directly with Corey Amthor or any other representative of Enchanted Rock/ERock during the procurement process?
    e. Did 3PPO communicate directly with Jhoby Weaks, Joby Weaks or Jhoby Weeks?
    f. On what date, and by whom, was 3PPO's favorable recommendation on the assignment to Flotek issued?
    g. In an interview on August 12, 2026, 3PPO's president, Osvaldo Carlo Linares, stated that he located Jhoby Weaks, and that he has information about Jhoby Weaks. Mr. Carlo Linares further said there were some concerns related to Mr. Jhoby Weaks that were raised to federal authorities. Does the 3PPO believe that, based on what they now know about the signatory, his participation is consistent with Section Article XV Sec.15.1(viii) which makes *"criminal conviction, regulatory disqualification, suspension, debarment, or loss of authority necessary to perform"* an immediate Seller Event of Default without opportunity to cure?
2. What was the June 16, 2026, instruction from P3A to 3PPO directing the investigation, and the findings, conclusions and recommendations 3PPO delivered to P3A? What was the date of delivery and the identity of the P3A officials who evaluated them?
    a. In the August 9, 2026, letter by P3A's Executive Director and Energy Czar, Josué Colón to the Oversight Board's Executive Director, Robert Mujica, Mr., Colón states: "*P3A shares the Oversight Board's view that the allegations concerning the alleged unauthorized use of Enchanted Rock's name and signature are serious and require an independent and thorough review. Importantly, however, that review did not commence as a consequence of the Oversight Board's August 7 letter or recent press reports. P3A acted immediately when the allegations were brought to its attention on June 16, 2026, and on that same date it referred the matter for independent review by the 3PPO.*"[4] If that was the case, why wasn't PREPA's Executive Director Zapata Acosta notified?
3. Per PREPA's letter addressed to the FOMB on August 14, 2026, PREPA was not aware of the allegations concerning the alleged unauthorized use of Enchanted Rock/ERock's name and signature prior to PREPA consenting to the assignment to Flotek as recommended by

[4] Temporary_Generation_Contract_-_Power_Expectations_LLC_Enchanted_Rock_LLC_and_Reyes_Contract.pdf

P3A and 3PPO. Why did P3A and 3PPO not inform PREPA about these *"serious" allegations* prior to its recommendation for assignment? Why did PREPA, whose approval for the assignment was required, first learn about Enchanted Rock/ERock's allegation through the media?

4. Was Reyes Contractor, the other signing party to the contract, aware of these allegations? Did P3A or 3PPO question if Reyes Contractor was aware of these allegations during their investigation?
5. Why was the pendency of this investigation never disclosed to the Oversight Board at any time before August 9, 2026?
6. Why was consent to the assignment to Flotek recommended and granted while the investigation remained open, and who determined that the investigation did not warrant withholding or conditioning consent under Article XVI?
7. Did 3PPO disclose to PREPA, in or before that recommendation, the allegations it had received on June 16?
8. What analysis addressed the assignability of the interest in question before the recommendation was issued?
9. According to PREPA's Consent letter dated July 31, 2026, Power Expectations' assignment consent request was dated July 29, 2026. Was the review performed in that interval, who performed it, or did 3PPO's evaluation commence before July 29, 2026? When did Power Expectations initially request consent to the assignment from 3PPO and PREPA respectively?
10. Was the complete Article XVI record demanded by PREPA on July 16, 2026, ever furnished?
11. Who determined that the Seller-party change need not be submitted to the Oversight Board for prior approval notwithstanding the instruction included in the RFI letter dated July 16, 2026, instruction, and on what basis?
12. Before June 2, 2026, was 3PPO, PREPA, P3A, PREB or Genera PR aware of any actual, proposed or contemplated change in the composition of the Seller?
13. In a letter to PREPA's Executive Director dated July 9, 2026, Power Expectations' counsel stated that Enchanted Rock/ERock notified Power Expectations two days after execution of the contract, on or about June 12, 2026, that it did not wish to continue with the Project, and that Enchanted Rock/ERock's interests were consequently assigned to Flotek. The Assignment and Assumption Agreement bears that same date.
    a. How was a substitute counterparty for a ten-year, $5.886 billion obligation identified, negotiated with, and documented on the same day that notice is said to have been received?
    b. Power Expectations did not inform PREPA until July 9, 2026 — twenty-seven days later. What are the reasons for the delay, and when did Power Expectations inform 3PPO?

14. What re-qualification of the Seller in its new composition has been performed against the RFP criteria, by whom, and on what date?
15. 3PPO's response dated January 28, 2026, to the Oversight Board's January 21, 2026, inquiry asserted that the Oversight Board's scrutiny "exceeded [its] fiscal oversight functions."
    a. Was that the position of 3PPO or was the 3PPO directed by another party to take this position?
    b. If directed, by whom, in what form, and on what date? Who outside 3PPO reviewed, commented on, or approved the letter before transmission?
16. Lobbyist engagement:
    a. Who were each of the Seller parties' lobbyists, consultants, government-relations representatives, attorneys, or other intermediaries engaged in connection with the procurement of this project?
    b. What were the terms of each engagement, including any compensation contingent on award, approval, execution or continuation of the Contract?
    c. Who attended meetings (in person, by video or by telephone) in which the terms of the Contract were negotiated?
    d. Exhibit D to the Contract contains an Anti-Lobbying Certification under 31 U.S.C. § 1352. Was Standard Form-LLL filed by or on behalf of any Seller party? If not, on what basis was the certification made?
    e. Did any individual associated with any Seller party hold Commonwealth or public-corporation employment within the preceding four years, and was such disclosure made?
17. In its August 9, 2026, letter to the Oversight Board, P3A stated that the Government should continue enforcing and implementing the Power Expectations Contract while the investigation proceeds. On August 14, 2026, however, the Governor stated that "if that contract can be cancelled, it should be cancelled." Does the Government continue to support the implementation of the Power Expectations Contract and were P3A and 3PPO directed to take any action in light of the Governor's statement.