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P3A RESPONSES TO APPENDIX B

Relevant Questions Regarding the Temporary Generation Procurement, Contract and Project

Preliminary Statement

These responses are provided by the Puerto Rico Public-Private Partnerships Authority ("P3A") based upon information presently available in P3A's records and upon information, reports, and findings provided to P3A by the Third-Party Procurement Office ("3PPO"), whose functions are performed by Regulatory Compliance Services Corp. ("ReComS"). As explained in P3A's accompanying letter, P3A did not conduct the evaluation, scoring, qualification, or award of the competing proposals and does not maintain the underlying procurement record. Where a question concerns actions undertaken by the 3PPO, communications received directly by the 3PPO, or materials held in the 3PPO's procurement or investigative file, P3A answers to the limit of its own knowledge and identifies the entity holding the record.

P3A will produce, to the extent within its custody, the June 16, 2026 instruction to the 3PPO, the report the 3PPO delivered to P3A on August 8, 2026, and the related correspondence, so that the Oversight Board may assess these matters on the documents.

Nothing in these responses constitutes P3A's adoption of any disputed allegation advanced by ERock, Enchanted Rock, Power Expectations, Flotek, or any other private party as established fact, nor any prejudgment of matters referred to the Puerto Rico Department of Justice or federal authorities.

1. Jhoby Weaks and Enchanted Rock/ERock

(a)–(e) P3A did not administer procurement communications, verify the Seller parties' representatives or signatories, or participate in the execution process through which Mr. Jhoby Weaks was identified as signatory for Enchanted Rock, LLC. P3A therefore cannot state when the 3PPO became aware of the change in signatory from Corey Amthor to Mr. Weaks, whether the 3PPO investigated that change, whether any background verification of Mr. Weaks was conducted, or whether the 3PPO communicated directly with Mr. Amthor, Mr. Weaks, or other representatives of Enchanted Rock/ERock. Those matters reside in the 3PPO's procurement and investigative records.

When ERock raised questions concerning Mr. Weaks's identity and authority, those matters became part of the independent review P3A referred to the 3PPO on June 16, 2026.

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(f) P3A can answer this from a document in its possession. The recommendation on the proposed substitution is a memorandum dated July 30, 2026, issued by ReComS in its capacity as the 3PPO, addressed to PREPA's Executive Director and signed by Osvaldo Carlo Linares, Esq., President of ReComS. P3A was copied on the memorandum but did not prepare or issue it.

(g) P3A has made no determination as to whether the circumstances concerning Mr. Weaks implicate Section 15.1(viii) of the Contract. That question implicates the disputed facts concerning Mr. Weaks's identity and authority that were referred for independent review and subsequently to investigative authorities. To the extent the Oversight Board seeks the 3PPO's contractual assessment of those circumstances, that determination should be addressed by the 3PPO based upon its procurement and investigative records. PREPA, as Buyer, holds the contractual remedies available under Article XV.

2. June 16 Investigation; Findings; P3A Review; Notice to PREPA

On June 16, 2026, by e-mail copying Lic. Lionel Santa Crispín, P3A General Counsel, and Lic. Juan González, P3A outside counsel, P3A instructed the 3PPO to (i) conduct an independent review of the allegations; (ii) evaluate the information available; (iii) undertake such additional fact-finding as appropriate; and (iv) provide P3A with a written report of its findings, conclusions, and recommendations as expeditiously as practicable.

According to the 3PPO's subsequent report, its review included ERock's June 17 written allegations, separate meetings with representatives of ERock and Power Expectations on June 22 and June 23, respectively, and review of corporate, contractual, and procurement documentation relevant to the competing positions concerning Enchanted Rock's participation and authority.

Why was PREPA's Executive Director not notified on June 16?

P3A received allegations on June 16, not established findings. P3A immediately referred those allegations to the independent entity that had administered the procurement and possessed the underlying procurement record so that they could be tested against the contemporaneous documentation before P3A reached any institutional conclusion concerning their merits. P3A did not direct the 3PPO to withhold the allegations from PREPA, did not participate in any decision to withhold that information, and did not understand its June 16 referral as authorizing the 3PPO to determine what information PREPA should receive in exercising contractual rights reserved to PREPA.

P3A's June 16 referral was directed to obtaining an independent factual review of the allegations. To the extent the Oversight Board seeks to determine why PREPA was not informed at a particular point during the 3PPO's review, P3A can describe

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its own actions but cannot supply the rationale for a disclosure decision that P3A did not make.

3. Why were the allegations not disclosed to PREPA before the Flotek recommendation?

P3A did not make or participate in a decision to withhold the Enchanted Rock allegations from PREPA. P3A did not direct the 3PPO to withhold those allegations from PREPA, nor did P3A understand its June 16 referral of the matter for independent review as authorizing the 3PPO to determine what information PREPA should receive in exercising contractual rights reserved to PREPA.

The July 30, 2026 recommendation concerning the proposed substitution of Flotek Industries, Inc. for Enchanted Rock, LLC was prepared and transmitted directly to PREPA by ReComS in its capacity as the 3PPO. P3A did not prepare that recommendation, determine its contents, or direct the omission of information concerning the pending Enchanted Rock investigation. P3A was copied on the memorandum.

Accordingly, P3A cannot provide the rationale for why the July 30 recommendation did not disclose the pending Enchanted Rock investigation. To the extent the Oversight Board seeks that explanation, it should be provided by the 3PPO based upon its contemporaneous records. P3A can confirm that its June 16 referral was intended to obtain an independent factual review of the allegations; it was not intended to, and should not be understood as, an instruction that PREPA be kept unaware of the matter.

4. Reyes Contractor

P3A did not administer the procurement communications with Reyes Contractor Group, Inc. and does not have independent knowledge of communications between the 3PPO and Reyes Contractor concerning its participation in the consortium or the allegations subsequently raised by ERock. Accordingly, P3A cannot independently state what communications occurred between the 3PPO and Reyes Contractor, what information or documentation Reyes Contractor provided, or when and under what circumstances Reyes Contractor became aware of the ERock allegations.

To the extent the Oversight Board seeks the substance and timing of communications between the 3PPO and Reyes Contractor, Reyes Contractor's knowledge of the ERock allegations, or documents provided by Reyes Contractor concerning those matters, those questions should be answered by reference to the 3PPO's contemporaneous records and, as appropriate, by Reyes Contractor itself.

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5. Why was the investigation not disclosed to FOMB before August 9?

P3A answers for itself. Between June 16 and August 9, 2026, P3A did not report the pendency of the investigation to the Oversight Board. The reasons are those set out in Section IV of the accompanying letter: P3A had received allegations that had not been substantiated, had referred them for independent review to the entity possessing the underlying procurement record, and considered that circulating unverified accusations through oversight channels before that fact-finding occurred risked converting one private party's allegations into an official Government accusation without an established factual predicate. P3A recognizes that the Oversight Board takes a different view of that judgment.

Whether and when the 3PPO independently communicated with the Oversight Board concerning the investigation is a matter for the 3PPO.

6. Why was Flotek recommended while the investigation remained open?

This question concerns the 3PPO's administration of two matters that were within its responsibility at the relevant time: the independent investigation referred by P3A on June 16, 2026, and the evaluation of the proposed assignment substituting Flotek Industries, Inc. for Enchanted Rock, LLC. P3A did not participate in the evaluation, negotiation, recommendation, or processing of the proposed Flotek assignment and did not direct the 3PPO as to how that process should proceed while its investigation remained pending.

P3A can confirm its own role. P3A referred the ERock allegations to the 3PPO for independent investigation on June 16, 2026, but did not direct the manner in which that investigation was conducted and did not participate in the process through which Flotek was evaluated or recommended as a proposed replacement for Enchanted Rock. To the extent the Oversight Board seeks the factual or analytical basis upon which the 3PPO determined that the Flotek evaluation could proceed while its investigation remained pending, the 3PPO is the appropriate entity to provide that explanation from its contemporaneous records.

Accordingly, P3A is not in a position to characterize, justify, or pass judgment on the 3PPO's decision to recommend the proposed Flotek assignment while its separate investigation remained open. The reasons underlying that decision, including the 3PPO's assessment of whether and how the two matters affected one another, are matters within the 3PPO's investigative and contract-administration record and should be addressed directly by the 3PPO.

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7. Did 3PPO disclose the June allegations to PREPA before recommending Flotek?

PREPA's Executive Director has stated, in her letter to the Oversight Board dated August 14, 2026, that PREPA first became aware of ERock's allegations on August 7, 2026. P3A has no basis to contradict that statement, and the July 30 memorandum does not, on its face, refer to the allegations or to the investigation.

P3A was not a party to communications between the 3PPO and PREPA and does not know what was conveyed outside the memorandum. That question is properly answered by the 3PPO and PREPA from their own records.

8. What analysis addressed assignability before the recommendation?

P3A did not participate in the evaluation, analysis, negotiation, recommendation, or processing of the proposed assignment substituting Flotek Industries, Inc. for Enchanted Rock, LLC. Accordingly, P3A is not in a position to characterize or independently describe the analysis undertaken by the 3PPO regarding the assignability of the Contract or the basis upon which the 3PPO ultimately recommended the proposed substitution to PREPA.

To the extent the Oversight Board seeks the specific contractual, legal, technical, financial, or due-diligence analysis upon which the 3PPO relied in determining that the proposed assignment was permissible and in recommending Flotek, those questions should be addressed directly by the 3PPO based upon its contemporaneous contract-administration and due-diligence records. Likewise, PREPA is the appropriate entity to address the basis upon which it ultimately exercised its contractual authority to consent to the proposed assignment.

9. Timing of the Flotek review

P3A did not participate in or direct the timing of the 3PPO’s evaluation of Flotek. Based upon the July 30, 2026 ReComS memorandum in P3A’s possession, Power Expectations entered into the Assignment and Assumption Agreement with Flotek on June 12, 2026, and thereafter submitted the proposed assignment/substitution to the 3PPO for evaluation and recommendation.

The memorandum reflects that the 3PPO issued an RFI to Power Expectations requesting documentation necessary to evaluate Flotek’s legal and financial capacity, and that ReComS’s Legal and Financial Departments subsequently reviewed the materials submitted in response. The memorandum does not state when the proposed substitution was first submitted to the 3PPO, when the RFI was issued, when the responsive materials were received, or when the Legal and Financial Departments commenced their respective reviews.

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Accordingly, P3A cannot independently provide the complete timeline of the Flotek evaluation beyond the dates reflected in the documents presently available to it. The 3PPO should provide the remaining dates and supporting documentation from its contemporaneous records.

10. Was the complete Article XVI record furnished?

P3A was not the recipient of PREPA's July 16 demand, is not the custodian of the Article XVI record, and has no record indicating whether that record was furnished to PREPA. PREPA is the entity able to state whether it received a complete record, and the 3PPO and Power Expectations are the sources for what was transmitted.

11. Why was the Seller-party change not submitted to FOMB before PREPA consent?

P3A did not participate in the evaluation, analysis, negotiation, recommendation, or processing of the proposed assignment substituting Flotek Industries, Inc. for Enchanted Rock, LLC. Accordingly, P3A is not in a position to characterize or independently describe the analysis undertaken by the 3PPO regarding the assignability of the Contract or the basis upon which the 3PPO ultimately recommended the proposed substitution to PREPA.

To the extent the Oversight Board seeks the specific contractual, legal, technical, financial, or due-diligence analysis upon which the 3PPO relied in determining that the proposed assignment was permissible and in recommending Flotek, those questions should be addressed directly by the 3PPO based upon its contemporaneous contract-administration and due-diligence records. Likewise, PREPA is the appropriate entity to address the basis upon which it ultimately exercised its contractual authority to consent to the proposed assignment.

12. Before June 2, was anyone aware of a contemplated Seller change?

P3A can only answer for itself. Based upon P3A’s records and institutional knowledge, P3A was not aware, before the Oversight Board’s June 2, 2026 approval, of any actual, proposed, or contemplated change in the composition of the Seller.

P3A cannot answer on behalf of the 3PPO, PREPA, PREB, or Genera as to information independently known to those entities before June 2, 2026. To the extent the Oversight Board seeks to determine whether any of those entities had such knowledge, each should answer based upon its own contemporaneous records and institutional knowledge.

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13. June 12 Assignment and timing

P3A did not participate in the negotiation or execution of the June 12, 2026 Assignment and Assumption Agreement between Power Expectations and Flotek and does not have independent knowledge of when discussions concerning that agreement began.

P3A can confirm that the 3PPO's July 30, 2026 memorandum states that Power Expectations entered into the Assignment and Assumption Agreement with Flotek on June 12, 2026, pursuant to which Flotek would assume certain rights, responsibilities, and interests associated with the project and substitute for Enchanted Rock within the project structure. The memorandum further states that Power Expectations subsequently submitted the proposed assignment/substitution to the 3PPO for evaluation and recommendation. It does not identify when negotiations concerning the proposed substitution began, when the 3PPO first became aware of those negotiations or the executed agreement, or the date on which the proposed substitution was submitted to the 3PPO.

Accordingly, to the extent the Oversight Board seeks those dates or the communications leading to the June 12 agreement, those matters should be addressed by Power Expectations, Flotek, and the 3PPO based upon their contemporaneous records.

14. Requalification of the new Seller composition

P3A did not conduct or participate in any requalification of the proposed Seller composition and therefore cannot independently state whether the 3PPO treated its review of Flotek as a formal requalification of the consortium under the standards applicable to the original RFP.

P3A can confirm that the 3PPO's July 30, 2026 memorandum reflects that ReComS conducted legal and financial due diligence concerning Flotek, including review of its corporate existence and standing, corporate authority, technical and project experience, key personnel, and audited financial statements. ReComS also identified certain outstanding governmental certifications and other documentation and conditioned its recommendation upon their completion. The memorandum ultimately concluded that Flotek possessed sufficient financial capacity to support the project and recommended approval of the proposed substitution subject to the identified conditions.

The July 30 memorandum does not, however, state that the reconstituted Seller was formally requalified under the original RFP criteria or demonstrate on its face that the consortium as reconstituted was rescored or reevaluated under the same methodology applied during the competitive procurement. To the extent the

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Oversight Board seeks to determine whether such a requalification occurred, what standards were applied, or whether the 3PPO considered its Flotek review sufficient to satisfy any requalification requirement, those questions should be addressed by the 3PPO based upon its contemporaneous records.

15. January 28 Jurisdictional Clarification

The January 28, 2026 Jurisdictional Clarification was a communication issued by the 3PPO in its own capacity concerning its position regarding the Oversight Board's involvement in the TPG2 procurement process. P3A did not direct the 3PPO to prepare or issue that communication and did not participate in the drafting, review, approval, or transmission of the letter. Accordingly, the positions expressed therein should not be attributed to P3A as positions that P3A formulated, directed, or approved.

P3A has identified no record establishing that it instructed the 3PPO to adopt the positions expressed in the January 28 communication or otherwise directed the substance of that correspondence. The communication itself identifies the 3PPO as the entity issuing the Jurisdictional Clarification and describes its purpose as establishing the 3PPO's position concerning the scope and practical consequences of the Oversight Board's involvement in the procurement.

Accordingly, to the extent the Oversight Board seeks information concerning the reasons for the positions expressed in that communication, who participated in its preparation, or whether any person outside the 3PPO reviewed or commented upon it before transmission, those questions should be addressed directly by the 3PPO based upon its contemporaneous records. P3A cannot speak to the 3PPO's internal drafting, review, or approval process because P3A did not participate in that process.

16. Lobbyist engagement

(a)–(c) P3A did not participate in the procurement negotiations with the Seller parties and cannot identify the lobbyists, consultants, government-relations representatives, attorneys, or other intermediaries engaged in connection with this procurement, the terms of any such engagement, or the attendees at meetings in which the Contract terms were negotiated. Those records were generated and are held by the 3PPO and the Seller parties.

(d) P3A did not receive, and does not hold, any Standard Form-LLL filed by or on behalf of any Seller party. Exhibit D certifications were submitted through the procurement process administered by the 3PPO.

(e) P3A has no information concerning whether any individual associated with any Seller party held Commonwealth or public-corporation employment within the

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preceding four years, or whether disclosure was made. P3A will search its records for any communications from or on behalf of the Seller parties or their representatives and will produce what is located.

Accordingly, to the extent the Oversight Board seeks information concerning the Seller parties' representatives or intermediaries, the terms of their engagements, the individuals who participated in the Contract negotiations, the submission or applicability of Standard Form-LLL, or disclosures concerning prior government employment, those questions should be addressed directly by the 3PPO based upon its contemporaneous records.

17. Government position following the Governor's August 14 statement

There is no inconsistency between P3A's August 9 position, the Governor's August 14 statement, and PREPA's subsequent August 18 termination of the Contract. Rather, those events reflect the evolution of the factual and contractual circumstances as additional information developed and contractual remedies became applicable.

P3A's August 9 letter addressed the circumstances existing at that time. Serious allegations concerning Enchanted Rock had been referred for independent investigation, but those allegations had not been adjudicated (and still have not been), and the Contract remained in effect. Under those circumstances, P3A's position was that the Government should preserve PREPA's contractual rights, continue monitoring compliance, and avoid treating disputed allegations as established facts before the independent investigation had developed the relevant record. P3A's position was also clear that, if the evidence or the Seller's performance ultimately established grounds for contractual or legal action, the appropriate remedies should be exercised.

The Governor's August 14 statement that, "if that contract can be cancelled, it should be cancelled," was consistent with that position. The statement was expressly conditional and reflected the Government's policy that, if the applicable facts and contractual or legal authorities provided a sufficient basis for termination, the Government should act accordingly. It did not constitute a retroactive determination that PREPA should have terminated the Contract before such a basis had been established.

On August 18, 2026, PREPA formally terminated the Contract on two separate and independent grounds. First, Power Expectations failed to furnish the performance security required by Section C.1 of Exhibit C, which PREPA determined constituted an Immediate Seller Event of Default under Section 15.1, without opportunity to cure, authorizing termination pursuant to Section 15.5(d). Second, the Oversight Board revoked its prior approval of the Contract and expressly directed PREPA to terminate it.

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Accordingly, the August 9 position, the Governor's August 14 statement, and PREPA's subsequent August 18 action reflect the circumstances existing at different points in time. On August 9, the allegations remained under investigation and the Contract remained in effect; on August 14, the Governor publicly expressed her position regarding the Contract; and, on August 18, PREPA, in its capacity as Buyer under the Contract, notified the Seller of its decision to terminate the Contract on the grounds stated in its termination notice.