mczapata23@outlook.com

From:	Landon Gallagher <lgallagher@powerexpectations.com>
Sent:	Wednesday, July 29, 2026 7:37 PM
To:	Mary C Zapata-Acosta; Alexis G. Rivera-Medina; Felix A Hernandez-Caban; Jorge L Cotto-Perez; ocarlo@carlolaw.com; Fabian Velez; Mariela Quinones; Eddie Echevarria; Colón Ortiz, Josué A. (AAPP)
Subject:	Formal Request for PREPA Consent to Reassignment – Enchanted Rock, LLC to Flotek – Aguirre 400 MW Temporary Power Generation Project
Attachments:	07.29.26 Request for PREPA Consent to Reassignment.pdf

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Dear Executive Director Zapata Acosta,

I am writing on behalf of Power Expectations, LLC in my capacity as the designated point of contact under the Power Purchase and Operating Agreement for the Aguirre 400 MW Temporary Power Generation Project.

Please find attached our formal written request, dated July 29, 2026, seeking PREPA's written acknowledgment and consent to the reassignment of Enchanted Rock, LLC's contractual role and associated responsibilities to Flotek Industries. The Assignment and Assumption Agreement is enclosed with the letter.

We respectfully request PREPA's written determination at its earliest practicable opportunity, so the transition may be implemented without affecting the project schedule or performance. Until written consent is issued, the existing contractual structure shall remain in effect unless otherwise directed by PREPA.

Thank you for your attention to this matter

Respectfully,

Landon Gallagher

COO

Power Expectations LLC

Power Expectations

July 29, 2026

Attention:
PUERTO RICO ELECTRIC POWER AUTHORITY
Mary Carmen Zapata Acosta
Executive Director
San Juan, Puerto Rico

Re: Request for PREPA Consent to Reassignment from ENCHANTED ROCK, LLC to FLOTEK — Aguirre 400 MW Temporary Power Generation Project

Dear Sir or Madam:

POWER EXPECTATIONS, LLC respectfully requests the written acknowledgment and consent of the PUERTO RICO ELECTRIC POWER AUTHORITY ("PREPA") to the reassignment of ENCHANTED ROCK, LLC's contractual role and associated responsibilities to FLOTEK INDUSTRIES in connection with the Aguirre 400 MW Temporary Power Generation Project.

Under the enclosed Assignment and Assumption Agreement, FLOTEK will accept and assume the assigned rights, duties, obligations, liabilities, deliverables, warranties, and performance requirements currently applicable to ENCHANTED ROCK. The reassignment is intended solely to preserve project continuity and establish a clear transfer of accountability.

POWER EXPECTATIONS confirms that the requested reassignment will not modify the approved project scope, generation capacity, pricing, schedule, technical requirements, safety obligations, guarantees, warranties, or any other material term of the Performance-Based Service Agreement between PREPA and POWER EXPECTATIONS. It will not increase PREPA's financial obligations or relieve POWER EXPECTATIONS of its obligations to PREPA.

POWER EXPECTATIONS therefore requests that PREPA review the enclosed agreement and issue written consent to the proposed reassignment, subject to any reasonable supporting documentation or conditions PREPA considers necessary. Supporting corporate documentation, qualifications, insurance information, bonding information, safety records, and a transition plan will be provided upon request.

We respectfully request PREPA's written determination at its earliest practicable opportunity so the transition may be implemented without affecting the project schedule or performance. Until written consent is issued, the existing contractual structure shall remain in effect unless otherwise directed by PREPA.

Please direct correspondence and requests for additional information to Landon Gallagher, COO, lgallagher@powerexpectations.com

Respectfully submitted,

POWER EXPECTATIONS, LLC
By: Eddie Echevarria

Name: _____Eddie Echevarria_____
Title: _____CEO_____
Date: _____07/29/2026_____
Enclosure: Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is entered into as of June [12], 2026 (the "Effective Date"), by and between Power Expectations LLC (“PE” and/or “Assignor”) and Flotek Industries, Inc. (“Flotek” and/or “Assignee”), pursuant to the Emergency Temporary Power Generation Project under RFP No. 3PPO-0314-20-TPG2, which was awarded to the Special Purpose Vehicle (“SPV”) formed by Power Expectations LLC, Reyes Contractor Group, Inc., and Enchanted Rock, LLC. Assignor and Assignee are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PE is a Puerto Rico limited liability company, acting in its capacity as exclusive local representative and authorized agent of Enchanted Rock, LLC in Puerto Rico pursuant to the Memorandum of Understanding dated March 19, 2025 (the "MOU"), with principal offices at Suite 12, 654 Plaza Ave Luis Muñoz Rivera, San Juan, Puerto Rico 00918; and Flotek is a Texas corporation, with principal offices at 5775 N. Sam Houston Parkway W. Suite 400, Houston, TX 77086;

WHEREAS, the US Department of Energy has declared emergency actions in 2025 to provide urgent and immediate assistance to Puerto Rico's energy system, including issuing and extending emergency orders aimed at strengthening the island's electric grid.

WHEREAS, the Puerto Rico Energy Bureau (“PREB”) issued orders in 2025 authorizing the Emergency Temporary Power Generation Project to address the urgent and immediate needs to enhance grid stability and ensure the reliability of the electric system in Puerto Rico. The PREB's action was prompted by critical energy challenges, including the need for additional generation capacity during emergencies or transitional periods. The temporary generation project was authorized as an emergency measure, to procure and deploy temporary generation resources to stabilize the grid while longer-term solutions and permanent infrastructure improvements are developed.

WHEREAS, the Government of Puerto Rico designated the Puerto Rico Energy Power Authority (“PREPA”) to engage in a request of proposal process (“RFP”) in order to secure 800 megawatts of temporary energy for a 10-years term. In July 2025, PREPA through it procurement consulting contractor Third-Party Procurement Office (“3PPO”) published the RFP No. 3PPO-0314-20-TPG2 in order to comply with PREB’s order.

WHEREAS, PE decided that it was in the best interest of its company, and the people of Puerto Rico that they present a comprehensive proposal with a solution designed to manage the island’s energy challenges. In order to engage this opportunity, PE decided to put together a Special Purpose Vehicle (“SPV”) which included Power Expectations LLC , Reyes Contractor Group, LLC, and Enchanted Rock, LLC, each with a specific role within this SPV.

WHEREAS, Pursuant to the Memorandum of Understanding dated March 19, 2025 (the "MOU") between Power Expectations LLC ("PE") and Enchanted Rock, LLC ("ER"), executed by W. Thomas McAndrew in his capacity as Founder and CEO, and the Consortium Operating Agreement (the “Operating Agreement”) governing the Special Purpose Vehicle (“SPV”), PE was granted the exclusive rights to, among other things, solicit and negotiate contracts, and to represent ER in bidding processes, tenders, and other commercial opportunities. Both PE and ER acknowledge and agree to authorize PE to undertake any lawful actions necessary to secure the award of the project related to the Emergency Temporary Power Generation Project.

WHEREAS, the business relationship between PE and ER is protected under Puerto Rico’s Law 75 of 1964, also known as the Distribution Contracts Act, and Law 21 of 1990, known as the Sales Representative

Act, both of which provide extensive and comprehensive protections to the local representative. These laws emphasize fair dealing and good faith in business relationships, ensuring that local representatives are treated with respect and fairness throughout the contractual relationship and the MOU remains valid and in full force under the applicable laws.

WHEREAS, after an extensive evaluation on June 2, 2026, the Financial Oversight and Management Board for Puerto Rico formally approved the Emergency Temporary Power Generation Contract under the RFP between PREPA and the SPV, in the total amount of $5,886,720,000 (the "Government Contract");

WHEREAS, following a comprehensive assessment, Power Expectations LLC officials, acting in its capacity as the local representative of Enchanted Rock, LLC, has concluded that, owing to recent corporate restructuring within ER, a consequent diminution of its strategic interest in the Puerto Rico market, and its demonstrated inability to fulfill the duties and obligations incumbent upon it under the ten-year term commitment, it is deemed to be in the best interests of the SPV to effectuate the removal of ER from the SPV and to replace its participation with an energy sector entity possessing superior financial strength, unwavering commitment, and demonstrable, comprehensive expertise across all facets of the energy industry. As per the MOU, PE has the authority to remove ER from its consortium position, and by doing so, terminating its rights, and obligations to substitute the entity by a qualified replacement in order to secure the fulfillment the purposes and obligations of the Government Contract.

WHEREAS, Flotek Industries, Inc. is a distinguished leader within the energy sector, renowned for its innovative and comprehensive portfolio of products and services that address critical challenges across the oil, gas, and broader energy industries. With a steadfast commitment to technological excellence and operational integrity, Flotek consistently delivers cutting-edge solutions that optimize resource recovery, enhance efficiency, and promote sustainable practices. Floteks's expertise spans a broad array of specialized disciplines, including advanced chemical technologies, well stimulation, energy generation and reservoir management, positioning Flotek as a pivotal partner for energy producers globally. Flotek's dedication to research and development, combined with its strong financial standing and robust operational capabilities, has earned it a reputation for reliability, technical superiority, and exemplary customer service.

WHEREAS, PE has concluded that Flotek is a better fit for the SPV than ER, and having the legal authority to assign ER responsibilities to any other entity, has determined to assigned ER position within the SPV to Flotek Industries, Inc.

WHEREAS, Flotek's role shall include providing advisory services in support of the deployment of distributed energy infrastructure and contributing to project governance through the Program Management Office ("PMO"). Additionally, it may assist, if necessary, in securing a qualified bonding principal and may offer financial backstop support.

In consideration of the foregoing and the mutual promises and covenants contained herein, Assignor and Assignee agree as follows:

ARTICLE 1: Assignor as exclusive representative for ER, hereby assigns, transfers, and conveys to Assignee all of Puerto Rico ER's right, responsibilities and interest including but not limited to:

A. **Government Contract:** The Government Contract and all rights arising thereunder, including without limitation ER's share of project revenues, payment entitlements, performance credits, and any other financial benefits accruing originally to Enchanted Rock in its capacity as SPV participant;

B. **Emergency Temporary Power Generation Project**: The PPOA including the right to execute, deliver, and perform all obligations thereunder in ER's position as detailed in this Agreement;

C. **Technical Advisor:** Assignee confirms its role as a strategic advisor to the SPV structure formed to support the execution of the Emergency Temporary Power Generation Puerto Rico Project (RFP 3PPO-0314-20-TPG) acknowledging its involvement participation as a strategic advisor and assistance .

D. **Project Management Responsibilities:** The following is intended to provide a summary of project management services Flotek shall provide to the company or the SVP in relation with 400MW of new generation production for the Emergency Temporary Power Generation Puerto Rico project (RFP 3PPO-0314-20-TPG).

1. Development of centralized governance, reporting, and control processes.

2. Risk management, financial oversight, and project controls.

3. Integration of Owner, EPC, OEM, and other 3rd party contractors under one cohesive execution framework.

4. Project Initiation: charter development, scope definition and alignment with key stakeholders, budget development and milestone planning.

5. Project Planning: work breakdown structure development, detailed project scheduling (MS Project/ OnePlan), resource planning and logistics.

6. Project Execution: Coordination of all contractors and vendors, site management support, progress tracking and KPI management, change order management.

7. Project Monitoring & Control: reporting dashboards for schedule, cost and risk, regular stakeholder and executive reporting.

8. Project Closeout: Final inspections, testing & commissioning oversight, documentation turnover includes Databook and As-Built Drawings, lessons learned post-project reviews.

9. Program Oversight Deliverables
    a. Monthly Executive Summary Reports
    b. Integrated Master Schedule Updates
    c. Cost Control Reports & Forecasting
    d. Risk Register Maintenance & Mitigation Planning
    e. Interface Management (Owner/ EPC / Vendors)
    f. Performance Audits and Continuous Improvement Initiatives
    g. Weekly Progress Meetings/ Reports

E. Flotek participation in the SPV is limited to its strategic and financial advisory roles, and it shall not be considered a Member of Power Expectation, LLC for any purpose whatsoever, whether for purposes of voting rights, ownership interest, capital contributions, or profit/loss distribution, or otherwise, unless otherwise expressly agreed in writing by Flotek and all Members through a formal amendment to the PE's Operating Agreement.

ARTICLE 2. Assumption of Obligations: Effective as of the Effective Date, Assignee hereby assumes and agrees to perform, discharge, and be bound by all obligations, duties, liabilities, and responsibilities of Enchanted Rock under or arising from:

A. The Government Contract and the PPOA Documents, including without limitation the obligations set forth in the Enchanted Rock detailed above on Article 1, the performance requirements, the deployment schedule, the equipment specifications, and all reporting and compliance obligations;

B. Any bonding, performance security, or financial assurance obligations associated with Enchanted Rock's consortium role, to the extent not already fulfilled by Power Expectations LLC.

ARTICLE 3. Assignee's Representations, Warranties, and Undertakings: The Assignee represents, warrants, and undertakes as of the Effective Date that:

A. **Qualification.** Assignee is duly organized, validly existing, and in good standing, and has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to assume the Assumed Obligations;

B. **Technical Capacity.** Assignee has the technical expertise, supply chain knowledge, operational capability, and industry experience necessary to fulfill the assumed obligations, including without limitation the procurement, delivery, installation, commissioning, and training obligations;

C. **Financial Capacity.** Assignee has, or will have by the date required, the financial resources necessary to perform the Assumed Obligations and to satisfy any bonding or performance security requirements associated therewith. The Assignor declares that at this time, the Bid Bond and the Performance Bond obligation has been fulfilled by the SPV;

D. **No Conflicts.** The execution and performance of this Agreement do not violate any agreement, obligation, or law binding upon Assignee; and

E. **PREPA / FOMB Approval.** Assignee acknowledges that the effectiveness of this assignment with respect to PREPA may be subject to the approval or acknowledgment of the relevant contracting authorities, and Assignee agrees to cooperate fully and promptly in all efforts to obtain such approvals. Assignee shall execute the PPOA Documents and all related project agreements promptly following the Effective Date and in any event within the timeframe required by PREPA and FOMB.

ARTICLE 4. Assignor's Representations and Authority: Assignor represents and warrants as of the Effective Date that:

A. **Authority.** Power Expectations LLC has full authority, pursuant to the MOU and the Operating Agreement, to assign Enchanted Rock's SPV position, rights, and obligations to Assignee in the manner set forth herein;

B. **MOU Validity.** the MOU and the authority granted thereunder remain valid, binding, and in full force and effect as Enchanted Rock's obligations to the SPV;

C. **No Prior Assignment.** The Assigned Rights have not been previously assigned, transferred, pledged, or encumbered by Assignor in any manner inconsistent with this Agreement.

D. **No Retained Interest.** Upon execution of this Agreement, Assignor (in its representative capacity on behalf of Enchanted Rock) shall retain no right, title, or interest in the Assigned Rights, and Enchanted Rock's position in the consortium shall be wholly and exclusively occupied by Assignee from and after the Effective Date.

E. **Power Expectations Indemnity.** Power Expectations LLC, in its own capacity, shall indemnify, defend, and hold Assignee harmless from any claim, liability, or obligation arising solely from Enchanted Rock's conduct or omissions prior to the Effective Date that are not part of the Assumed Obligations.

ARTICLE 5. Cooperation; Governmental Approvals: The Parties shall cooperate fully and in good faith to obtain any consent, approval, acknowledgment, or authorization from PREPA, FOMB, 3PPO, or any other governmental authority necessary or appropriate to give full effect to the assignment contemplated herein, including without limitation the substitution of Assignee for Enchanted Rock in the PPOA Documents and the Government Contract. Power Expectations LLC shall provide such notice of this assignment to PREPA, FOMB, Reyes Contractor LLC, and all other relevant parties as may be required under the Government Contract, the PPOA Documents, or applicable law.

ARTICLE 6. Consideration: In consideration for Assignee's assumption of the Assumed Obligations and its agreement to execute the PPOA Documents and fulfill the SPV role previously held by Enchanted Rock, the Parties agree to the following:

A. Assignee shall be entitled to receive all revenues, fees, and compensation payable to the holder of Enchanted Rock's consortium position under the Government Contract and PPOA Documents, from and after the Effective Date;

B. Any additional financial consideration payable to Assignee in connection with this assignment shall be as set forth in a separate letter agreement between Power Expectations LLC and Assignee, executed contemporaneously herewith; and

C. The Parties acknowledge that Assignee's agreement to assume the Assumed Obligations and execute the PPOA Documents constitutes full and adequate consideration for this Agreement.

ARTICLE 7. Notice to Enchanted Rock: Pursuant to the MOU and the Operating Agreement, formal notice of this Assignment is being transmitted simultaneously to Enchanted Rock, LLC at its registered address and to its counsel of record. This Agreement is effective as between the Parties regardless of Enchanted Rock's consent, objection, or response, pursuant to the authority expressly vested in Power Expectations under the MOU and the Operating Agreement.

ARTICLE 8. Binding Effect; Further Assurances: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Each Party shall execute and deliver such additional documents, instruments, and agreements, and shall take such further actions, as may be reasonably necessary to carry out the purposes and intent of this Agreement.

ARTICLE 9. Governing Law; Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Any dispute arising from this Agreement shall be resolved by binding arbitration under the American Arbitration Association, seated in San Juan, Puerto Rico.

ARTICLE 10. Entire Agreement; Amendments; Counterparts: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It may not be amended except by a written instrument signed by both Parties. This Agreement may be executed in counterparts, and electronic or DocuSign execution is expressly accepted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR: POWER EXPECTATIONS LLC
Acting as exclusive local representative and authorized agent of
Enchanted Rock, LLC, pursuant to the MOU dated March 19, 2025)

By: Eddie Echevarria Date: June 12, 2026
Name: Eddie Echevarria
Title: Chief Executive Officer

ASSIGNEE: FLOTEK INDUSTRIES, INC.

By: _____ Date: June 12 2026
Name: Ryan Ezell
Title: CEO