mczapata23@outlook.com

From:	Franco Nogueras, María J. (AAPP) <Maria.Franco@p3.pr.gov>
Sent:	Sunday, August 9, 2026 11:44 PM
To:	Robert Mujica
Cc:	governor@fortaleza.pr.gov; Mary C Zapata-Acosta; trivera@senado.pr.gov; Edison Aviles Deliz; cmendez@camara.pr.gov; ocarlo@carlolaw.com; Franco Nogueras, María J. (AAPP)
Subject:	Temporary Generation Contract – Power Expectations, LLC; Enchanted Rock, LLC; and Reyes Contractor Group, Inc. – Response by P3A
Attachments:	Temporary_Generation_Contract_–_Power_Expectations,_LLC;_Enchanted_Rock,_LLC; _and_Reyes_Contract.pdf; Reporte_Oficial_3PPO_Diligencia_PPOA_Power_Ex_8.9.26 _Final.pdf; Response_to_Letter_FOMB_TPG_Power_Ex_Enchanted_Rock_and_Reyes_Contractor_ 8.9.26_(final_v3).pdf

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Good evening, Mr. Mujica:

We include a letter and annexes from the engineer Josué A. Colón Ortiz, Czar Energy and Executive Director, of the *Puerto Rico Public-Private Partnerships Authority*, regarding a *Temporary Generation Contract – Power Expectations, LLC; Enchanted Rock, LLC; and Reyes Contractor Group, Inc. – Response by P3A.*

We would appreciate your confirmation that you received this communication.

P3 Puerto Rico Public-Private Partnerships Authority

MARÍA J. FRANCO NOGUERAS
ASSISTANT TO THE EXECUTIVE DIRECTOR

TOGETHER
WE TRANSFORM
THE FUTURE

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PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY
GOVERNMENT OF PUERTO RICO
Eng. Josué A. Colón Ortiz I Executive Director

August 9, 2026

BY ELECTRONIC MAIL
Robert.mujica@promesa.gov

Mr. Robert F. Mujica Jr.
Executive Director
Financial Oversight and Management
Board for Puerto Rico
PO Box 192018
San Juan, Puerto Rico 00919-2018

Dear Mr. Mujica:

Re.: Temporary Generation Contract – Power Expectations, LLC; Enchanted Rock, LLC; and Reyes Contractor Group, Inc. – Response by the Puerto Rico Public-Private Partnerships Authority

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The Puerto Rico Public-Private Partnerships Authority ("P3A") acknowledges receipt of the Financial Oversight and Management Board's ("Oversight Board" or "FOMB") letter dated August 7, 2026, concerning Contract No. 2026-P0010 for the deployment, installation, operation, and maintenance of temporary generation at the Aguirre Power Plant (the "Contract"). Although the Oversight Board's correspondence was addressed to the Third-Party Procurement Office ("3PPO"), P3A believes it is appropriate to address separately those matters and the actions taken by P3A upon learning of the allegations concerning Enchanted Rock, LLC ("Enchanted Rock").

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. P3A's position has been consistent from the outset: no allegation of fraud, falsification, unauthorized execution, or other misconduct in a public procurement process should be minimized or prejudged.

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Such allegations must be investigated based upon the underlying evidence. If that review establishes conduct that warrants referral to governmental, regulatory, or law-enforcement authorities, the appropriate referral must be made and the concerned Government entities must evaluate the contractual and legal remedies available to protect the Puerto Rico Electric Power Authority ("PREPA") and the public interest.

I. P3A's Immediate Response to the ERock, Inc., Allegations

On June 16, 2026, P3A received a communication from representatives of ERock, Inc. ("ERock"), raising allegations concerning the company's participation in the procurement and the authority associated with certain representations made in connection with the Project. P3A responded that same day. Without expressing any opinion regarding the accuracy, validity, or merits of the allegations, P3A referred the matter to Mr. Osvaldo Carlo, Principal Executive Officer of the 3PPO, the independent entity that administered and oversaw the competitive procurement process. P3A specifically requested that Mr. Carlo:

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- conduct an independent review of the allegations;
- evaluate the information available;
- undertake any additional fact-finding he considered appropriate; and
- provide a written report setting forth his findings, conclusions, and recommendations as expeditiously as practicable.

The 3PPO was the entity that administered the procurement and therefore possessed direct access to the procurement record, submissions, representations, evaluation materials, and communications relevant to the allegations. Moreover, Mr. Carlo is a former United States Attorney for the District of Puerto Rico with extensive experience addressing complex matters involving public procurement, compliance, investigations, and governmental integrity. P3A therefore determined that an independent review conducted through the 3PPO represented the appropriate mechanism for establishing the relevant facts. P3A's June 16 communication expressly cautioned that the referral should not be interpreted as a determination that any violation had occurred. Rather, the purpose was to ensure that the allegations would be reviewed objectively, thoroughly, and in accordance with applicable law and established procedures. In that same June 16 communication, P3A placed the ERock representatives who had raised the matter, directly in contact with Mr. Osvaldo Carlo and the 3PPO team, thereby enabling 3PPO to immediately commence its independent review and communicate directly with ERock regarding the allegations, supporting

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information, and any additional documentation necessary to conduct its investigation.

Consistent with P3A's referral, the 3PPO's August 8, 2026 Official Report confirms that the 3PPO formally received the communication from ERock's legal representatives on June 17, 2026 and immediately commenced its review. As part of that process, the 3PPO met with representatives of ERock and Enchanted Rock on June 22, 2026, and separately met with representatives of Power Expectations on June 23, 2026. During June and July, the 3PPO continued reviewing relevant corporate documentation, contractual materials, and information contained in the procurement record.

Thus, approximately seven weeks before the Oversight Board's August 7 letter, P3A had already:

- formally acknowledged the allegations;
- recognized their seriousness;
- ordered an independent review;
- designated the 3PPO to conduct the fact-finding;
- requested written findings, conclusions, and recommendations; and
- expressly contemplated referral to the appropriate authorities if warranted by the evidence.

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The Oversight Board's statement that the alleged conduct "must be investigated" is therefore entirely consistent with the course of action P3A had already undertaken. Following P3A's referral, the 3PPO conducted its independent review and, on August 8, 2026, submitted an Official Report documenting the diligence performed to date, including separate interviews with the parties, review of the procurement and contractual record, and examination of the corporate and representation documents relevant to the disputed authority. The Report confirms Enchanted Rock's participation as a member of the consortium and reflects the contractual designation of Power Expectations as the consortium's representative, Managing Member, and Principal Contractor throughout the competitive procurement process. The procurement record therefore does not support the conclusion that Enchanted Rock was unrelated to the competitive process or that its participation in the consortium arose only at the time the PPOA was executed. To the contrary, the record reflects Enchanted Rock's documented and continuing participation in the consortium and an established contractual

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structure through which Power Expectations acted in an agent/representative and managerial capacity on behalf of the consortium.

II. Important Distinction Between Enchanted Rock or ERock's Participation in the RFP and Authority to Execute the Contract

Based upon the information made available by the 3PPO to P3A, several important distinctions are necessary when evaluating the allegations raised by ERock. First, ERock and Enchanted Rock are distinct corporate entities. ERock was not a party to the temporary generation Contract executed with PREPA. The entity that participated in the competitive procurement and was identified as a member of the consortium with Power Expectations and Reyes Contractor Group was Enchanted Rock.

Second, the information provided by the 3PPO indicates that Enchanted Rock's participation in the competitive procurement was not limited to its appearance as a signatory in the final Contract. Rather, the procurement record reflects that Enchanted Rock was presented as a member of the consortium from the earlier stages of the RFP process. Financial information and evidence of industry experience attributed to Enchanted Rock were submitted and considered by the 3PPO as part of its evaluation of the consortium's technical and financial qualifications. The documentation reviewed during the procurement also reflected that Enchanted Rock had designated Power Expectations as its exclusive agent and representative, to promote, market and sell Enchanted Rock's products and services in Puerto Rico. Significantly, the 3PPO further confirms that the subsequent dispute between Power Expectations and Enchanted Rock/ERock regarding the scope of authority at the time of contract execution does not alter the procurement record documenting Enchanted Rock's participation in the consortium.

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This distinction is also consistent with the Oversight Board's own August 7 letter. In describing its review of the proposed Contract, the Oversight Board states that Power Expectations and Reyes Contractor had not independently demonstrated experience executing utility-scale projects of comparable scope and expressly acknowledges that Enchanted Rock's participation was relied upon as part of the technical, operational, and financial capacity supporting the consortium's qualification. Moreover, the final execution version submitted to the Oversight Board on May 29, 2026, continued to identify Power Expectations, Reyes Contractor, and Enchanted Rock as the Seller, and the Oversight Board authorized the execution of that version on June 2, 2026.

The 3PPO's Official Report further characterizes the matter presently under review as an active and unresolved dispute between Enchanted Rock/ERock, and Power

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Expectations, concerning the scope of the authority in effect at the time the PPOA was executed. The 3PPO has expressly refrained from adjudicating the private rights of the parties and has limited its review to the procurement record and the sufficiency of the documentation available at the time of award and execution of the Contract.

Accordingly, based on the information presently available to P3A, the allegation raised by ERock after execution should not be understood as establishing that Enchanted Rock never participated in the procurement or that the 3PPO evaluated a consortium in which Enchanted Rock was entirely absent. The documentary record available to the Government and the Oversight Board during the procurement reflected the opposite: Enchanted Rock was presented and evaluated as a member of the consortium. The issue requiring further investigation is therefore more specific: whether the authority previously granted to Power Expectations extended to execution of the Contract on Enchanted Rock's behalf. According to the information provided by the 3PPO, Power Expectations maintains that its authority to represent Enchanted Rock in Puerto Rico was sufficient for that purpose, while ERock disputes that position.

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The 3PPO's Official Report also provides additional information concerning the individual identified in the Contract as "Jhoby Weaks." The 3PPO confirms that its review established that the individual had been associated with the consortium team of Power Expectations, Enchanted Rock, and Reyes Construction in activities related to Puerto Rico. In addition, the 3PPO's confidential record contains a June 1, 2025 representation agreement between Power Expectations and the individual subsequently identified as the signatory of the PPOA on behalf of Enchanted Rock. According to the 3PPO, the designation "COO-Caribbean Operations" originates from that representation agreement.

III. Contract Administration and the Substitution of Flotek Industries, Inc.

Separately from the investigation concerning Enchanted Rock, P3A has remained actively involved in overseeing the administration and implementation of the temporary generation program. Following execution of the Contract, Power Expectations requested that Enchanted Rock be replaced by Flotek Industries, Inc. within the project structure. That request was not treated as an automatic or ministerial substitution. The 3PPO's Official Report confirms that Power Expectations submitted that request on June 12, 2026, two days after execution of the PPOA and before the 3PPO formally received ERock's June 17 communication challenging the authority associated with execution of the Contract. The information provided to P3A reflects that due diligence was undertaken regarding Flotek's:

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- financial capacity;
- industry experience;
- operational capabilities;
- technical qualifications; and
- ability to support execution of the temporary generation project.

As part of that process, representatives of Flotek, including its principal executive, traveled to Puerto Rico and participated in meetings concerning the Project. On July 30, 2026, ReComS issued a due-diligence memorandum recommending approval of the substitution, subject to completion of outstanding administrative documentation. PREPA thereafter issued written consent to the substitution on July 31, 2026. Critically, PREPA's consent did not amend or alter the substantive terms, conditions and obligations of the Contract. The substitution did not modify:

- price;
- project scope;
- deployment schedule;
- Commercial Operation Date;
- performance obligations;
- guarantees; or
- PREPA's contractual rights and remedies.

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Please note that the substitution should not be interpreted as resolving or prejudging the separate controversy concerning the authority associated with Enchanted Rock's participation in execution of the Contract. Those are two distinct matters. Consistent with that distinction, the 3PPO's Official Report expressly confirms that authorization of the substitution does not adjudicate or resolve the dispute between Power Expectations and ERock/Enchanted Rock. Rather, its purpose was to protect continuity in contract execution while the underlying dispute remained subject to independent review.

IV. Status and Progress of the Project

P3A also believes that the Oversight Board's characterization that there has been "no significant progress" should be placed in the appropriate contractual and operational context. There is no dispute that, as of Milestone Compliance Report No. 3, the contractual generation milestones remained at zero percent completion. Nor has PREPA granted an extension of the Commercial Operation Date. Those facts are important and must continue to be monitored closely.

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At the same time, zero percent completion of the contractual generation milestones is not equivalent to zero project activity. Since execution, the project has involved engineering work, preparation of design-basis and installation materials, site planning, interconnection coordination, mobilization planning, submission of Milestone Compliance Reports, site visits, and other activities necessary to advance implementation. The materials reviewed by P3A reflect the submission of substantial technical and project-development documentation since June 10.

A significant interconnection issue has also been substantially addressed. On August 3, 2026, representatives of PREPA, P3A, ReComS, LUMA, and Power Expectations reached an agreement on an initial interconnection configuration providing for up to 434 MW at Aguirre, consisting of:

- up to 42 MW at the 115 kV bus; and
- up to 392 MW at the 230 kV bus.

The agreed configuration was designed to permit the initial project to proceed without a full System Impact Study or Facility Study, provided that the established capacity limitations are observed. P3A has also received information indicating that an initial tranche of generation equipment is staged for mobilization, including approximately 40 MW intended for installation utilizing infrastructure associated with the former John Browning units at Aguirre. Additional generation equipment has likewise been represented as staged for subsequent deployment.

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These representations remain subject to PREPA's continuing verification and enforcement of the Contract.

V. Private Financing and Allocation of Project Development Risk

An additional and important feature of the Contract is its allocation of financing and project-development risk. The Project is privately financed and does not require PREPA or the Government of Puerto Rico to advance public funds to finance the acquisition, mobilization, installation, or commissioning of the temporary generation units. Those responsibilities, and the financial risks associated with developing and placing the generation equipment into operation, remain with the contractor, subject to the milestones, security requirements, guarantees, and other obligations established under the Contract. The contractual structure likewise ties PREPA's payment obligations to electricity actually generated, dispatched, and delivered in accordance with the Contract, rather than requiring PREPA to finance in advance the acquisition or construction of the infrastructure necessary to develop the Project. Accordingly, the contractor must first finance, mobilize, install, and place the required equipment into operation

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before becoming entitled to the sole payment for energy delivered in accordance with the Contract.

This allocation of risk is particularly relevant when evaluating the public interest associated with continued implementation of the Project. PREPA is not financing the contractor's acquisition or development of the generation assets; rather, the contractor bears the upfront financing and execution risk, while PREPA pays for electricity actually supplied in accordance with the Contract. The structure therefore seeks to add urgently needed generation capacity and operating reserves without transferring the initial financing and development risk of the Project to PREPA or the Government. For that reason, the Government's continued oversight of the Project must protect both interests simultaneously: strict enforcement of the contractor's contractual obligations and timely implementation of a privately financed project intended to provide additional generation capacity necessary for the reliability and reserve margin of Puerto Rico's electric system.

VI. P3A Supports Strict Enforcement of the Contractual Milestones and Security Requirements

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P3A shares the Oversight Board's concern regarding compliance with the Contract's Payment and Performance Bond requirements. The record reflects that the contractual deadline passed without delivery of the required bond. P3A understands that PREPA subsequently issued formal notice preserving and asserting its contractual remedies regarding the outstanding security requirement. Similarly, when Power Expectations requested an extension of the contractual milestones and Commercial Operation Date, PREPA denied that request and reaffirmed that the project schedule remains a material contractual obligation and that time is of the essence. P3A agrees with that approach.

The substitution of a participant, the continuing investigation concerning Enchanted Rock, or interconnection coordination should not operate automatically to amend the substantive obligations of the Contract. The Contract must continue to be administered according to its terms unless and until a modification is properly authorized in accordance with applicable law and contractual requirements.

VII. The Full Regulatory History Is Relevant to the Current Schedule

The Oversight Board correctly notes that the temporary generation procurement was undertaken because Puerto Rico faced—and continues to face—a material need for additional dispatchable generation capacity. The complete timeline is nevertheless important when evaluating the current implementation schedule.

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The original temporary generation procurement was initiated against a system condition in which approximately 1,846 MW of generation capacity was unavailable for repairs, available capacity was approximately 2,800 MW, and projected peak demand was approximately 3,200 MW. Following PREB's July 4, 2025, conditional approval, material changes to the required contractual structure resulted in the procurement being relaunched to preserve competitive procurement requirements.

The TPG2 proposed Contract was submitted to PREB on November 26, 2025, and approved on December 11, 2025. It was then submitted to the Oversight Board on January 16, 2026. Thereafter, the Oversight Board conducted an extensive contract review involving multiple rounds of requests for information and contractual revisions addressing financial capacity, security requirements, fuel, deployment milestones, force majeure, project financing, and other protections. Following that process, the Oversight Board approved the final execution version on June 2, 2026, and the Contract was executed on June 10, 2026.

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P3A does not raise this history to diminish the importance of the current contractual deadlines. To the contrary, those deadlines must be enforced. The chronology is relevant because it demonstrates that the Project has undergone extensive technical, regulatory, contractual, and financial review and that the Government must now remain focused on converting those approvals into actual generating capacity as quickly as possible.

VIII. P3A's Position Going Forward

P3A's position can be summarized simply.

First, the allegations concerning Enchanted Rock must be investigated fully and independently.

Second, P3A had already initiated that process on June 16, well before the Oversight Board's August 7 correspondence.

Third, since P3A's initial referral, the 3PPO has documented the diligence undertaken as part of its independent review in an Official Report dated August 8, 2026. That Report confirms that the 3PPO has interviewed representatives of both sides, reviewed relevant procurement, contractual, and corporate documentation, preserved additional confidential materials, and continues its review without adjudicating the unresolved dispute between the private parties.

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Fourth, if the investigation establishes fraud, falsification, unauthorized execution, material misrepresentation, or other illegal conduct, the matter should be referred to the appropriate authorities and all applicable contractual and legal remedies should be evaluated. The 3PPO has likewise confirmed that any evidence establishing fraud, falsification of documents, or other unlawful conduct in the public procurement process will be referred to the appropriate authorities.

Fifth, while that 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: the timely addition of temporary generation capacity necessary to strengthen the reliability and reserve margin of Puerto Rico's electric system.

The Government should not be required to choose between investigating a serious allegation and protecting the continuity of a critical energy project. Both responsibilities can — and must — be pursued simultaneously. P3A remains committed to cooperating with the Oversight Board, PREPA, the 3PPO, PREB, and all other relevant entities while ensuring that the independent investigation proceeds without interference and that contractual performance is monitored and enforced.

Nothing in this response should be interpreted as P3A adopting or prejudging any factual determination that remains within the independent review being conducted by the 3PPO, nor as waiving any right, remedy, authority, or legal position available to P3A, PREPA, or the Government of Puerto Rico.

Cordially,

Signed by:
Josué A. Colón Ortiz
ACAE19A8DEF549C...

Josué A. Colón-Ortiz
Executive Director

Annexes

The Honorable Jenniffer A. González Colón
The Honorable Thomas Rivera Schatz
The Honorable Carlos J. Méndez Núñez
Ms. Mary C. Zapata Acosta
Mr. Edison Avilés Deliz
Mr. Osvaldo Carlo Linares

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CONFIDENCIAL

8 de agosto de 2026

Oficina del Zar de Energía
Gobierno de Puerto Rico

Autoridad para las Alianzas Público Privadas (AAPP)
At: Ing. Josué A. Colón Ortiz, Director Ejecutivo

RE: Reporte Oficial del 3PPO sobre la Diligencia y Gestiones Realizadas en Torno a la Controversia sobre Autorización de Firma del Acuerdo de Compra y Operación de Energía ("PPOA") No. 2026-P00107, RFP 3PPO-0314-20-TPG2

El propósito del presente reporte es documentar, para el expediente oficial de la Oficina de Terceros para Compras ("3PPO"), las gestiones realizadas desde el momento en que la Oficina tuvo conocimiento de la controversia sobre la autorización de firma de Enchanted Rock LLC en el PPOA suscrito el 10 de junio de 2026. Dado el carácter crítico y sensible del asunto —que involucra un contrato de generación temporera de energía eléctrica esencial para la Autoridad de Energía Eléctrica de Puerto Rico ("AEE")— el 3PPO actuó con carácter prioritario desde el primer momento, según se detalla a continuación.

I. Notificación Inicial y Respuesta Inmediata

El 17 de junio de 2026, siete días después de la firma del PPOA, el 3PPO recibió comunicación formal de la representación legal de ERock, Inc. alegando que Enchanted Rock LLC —integrante del consorcio adjudicado junto a Power Expectations LLC y Reyes Construction— nunca autorizó la firma del contrato, y cuestionando la identidad y autoridad del signatario identificado en el documento como "Jhoby Weeks", con el cargo de COO-Caribbean Operations.

Ante la gravedad de la alegación, el 3PPO clasificó el asunto como prioritario y ordenó de inmediato, ese mismo día, el inicio de una revisión exhaustiva de las representaciones, documentos y circunstancias relacionadas con la participación de Enchanted Rock en el proceso competitivo. Se estableció como política institucional, desde ese momento, que cualquier evidencia que confirmara fraude, falsificación de documentos u otra conducta ilegal en el proceso de contratación pública sería referida sin dilación a las autoridades competentes, y que se adoptarían de forma paralela las medidas contractuales necesarias para proteger a la AEE, el interés público y la continuidad del proyecto.

II. Gestiones de Verificación Realizadas

Dentro de la semana siguiente a la notificación, el 3PPO sostuvo reuniones separadas con ambas partes en controversia a fin de obtener, de primera mano, sus respectivas posiciones y documentación de

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sustento: el 22 de junio de 2026 con representantes de ERock, Inc., y el 23 de junio de 2026 con representantes de Power Expectations LLC (Anejo A).

Paralelamente, el 3PPO examinó documentos corporativos públicos sometidos ante la Securities and Exchange Commission para esclarecer la estructura corporativa de ERock, Inc. y su subsidiaria Enchanted Rock, LLC (Anejo B), así como el expediente completo del proceso competitivo, incluyendo la documentación financiera y de experiencia sometida por el consorcio durante el RFP. Se revisó, además, el acuerdo de representación suscrito el 1 de junio de 2025 entre Power Expectations LLC y el individuo identificado como signatario del PPOA, invocado por Power Expectations LLC como base de la autoridad delegada, a fin de determinar su alcance y pertinencia frente a la alegación de ERock.

Como parte de esa verificación, el 3PPO examinó específicamente la cadena documental invocada por Power Expectations LLC como fundamento de la autoridad delegada al signatario del PPOA, compuesta por: (i) el Memorando de Entendimiento del 19 de marzo de 2025 entre Power Expectations LLC y Enchanted Rock, LLC, mediante el cual esta última designó a Power Expectations como su agente exclusivo en Puerto Rico y Florida; (ii) el Acuerdo de Representación de Corredor ("Broker Representation Agreement") del 1 de junio de 2025 entre Power Expectations LLC y el individuo identificado como signatario, mediante el cual se le atribuyó el título de "Chief Operating Officer" para las Operaciones del Caribe; y (iii) el Acuerdo Operativo del Consorcio ("Consortium Operating Agreement"), según enmendado y restablecido el 24 de abril de 2025, que designa a Power Expectations LLC como "Managing Member and Principal Contractor" del consorcio frente al Gobierno.

Esta verificación documental permitió al 3PPO determinar que la cadena de autorización invocada por Power Expectations LLC se fundamenta en su propia designación contractual como Managing Member del consorcio, para la firma específica del PPOA. El alcance de esa distinción constituye precisamente el objeto de la controversia entre las partes, y no ha sido adjudicado.

III. Medidas Adoptadas para Proteger la Continuidad del Proyecto

El 12 de junio de 2026 —antes de recibirse la alegación de ERock— Power Expectations LLC había solicitado la sustitución de Enchanted Rock LLC por Flotek Industries mediante un Assignment and Assumption Agreement, conforme a las disposiciones contractuales aplicables. El 3PPO evaluó esta solicitud de forma independiente de la controversia de autorización, examinando la experiencia, capacidad económica y operacional de Flotek Industries, e incluyendo diligencias adicionales tales como la visita de su principal ejecutivo a Puerto Rico.

El 31 de julio de 2026, la AEE consintió formalmente dicha sustitución (Anejo C), bajo el entendido expreso de que dicha autorización no prejuzga ni resuelve la controversia privada entre Power Expectations LLC y ERock/Enchanted Rock, y que su único propósito fue proteger la continuidad de la ejecución contractual y la prestación del servicio eléctrico a la ciudadanía.

IV. Seguimiento Continuo

La revisión del 3PPO permanece activa a la fecha de este reporte. El expediente confidencial de la Oficina continúa incorporando la documentación y las actas correspondientes conforme avanza la diligencia (véase Anejo A, incluyendo la Nota sobre Documentos Adicionales), sin que se haya adjudicado la controversia entre las partes privadas ni prejuzgado los derechos de ninguna de ellas.

El 3PPO reitera su posición institucional: de confirmarse fraude, falsificación de documentos o cualquier otra conducta ilegal en el proceso de contratación pública, el asunto será referido a las autoridades

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competentes, y se adoptarán las medidas contractuales y legales que correspondan para proteger a la AEE y el interés público.

Nota sobre el expediente

Ciertos documentos relacionados con esta controversia —incluyendo la comunicación cursada por la representación legal de ERock, Inc. el 17 de junio de 2026, el Memorando de Entendimiento del 19 de marzo de 2025, el Acuerdo de Representación de Corredor del 1 de junio de 2025, el Acuerdo Operativo del Consorcio (según enmendado el 24 de abril de 2025), y las actas de las reuniones investigativas del 22 y 23 de junio de 2026— se mantienen en el expediente confidencial de la Oficina y no se anejan al presente reporte. Dichos documentos contienen alegaciones no adjudicadas entre partes privadas cuya controversia se encuentra activa y no resuelta; su divulgación en esta etapa podría prejuzgar dicha disputa o comprometer la posición del Gobierno en cuanto a los remedios contractuales que pudieran corresponder. El 3PPO los mantiene disponibles para las autoridades competentes o el foro correspondiente, de ser requeridos formalmente.

Respetuosamente sometido,



Osvaldo Carlo Linares
President,
Regulatory Compliance Services
Third-Party Procurement Office (3PPO)

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ANEJO A

Memo de Cronología y Diligencia — 3PPO

RE: PPOA No. 2026-P00107 / RFP 3PPO-0314-20-TPG2 — Controversia sobre autorización de firma de Enchanted Rock LLC

Preparado: 8 de agosto de 2026

Cronología

Fecha	Evento
1 de junio de 2025	Fecha de un acuerdo de representación suscrito entre Power Expectations LLC y el individuo posteriormente identificado como signatario del PPOA en nombre de Enchanted Rock LLC. Este documento forma parte del expediente confidencial revisado por el 3PPO (ver Nota sobre Documentos Adicionales, más abajo).
10 de junio de 2026	Firma del PPOA entre la AEE, Power Expectations LLC, Enchanted Rock LLC (integrante del consorcio) y Reyes Construction.
12 de junio de 2026	Power Expectations LLC presenta solicitud de asignación ("assignment") para sustituir a Enchanted Rock LLC por Flotek Industries como Vendedor bajo el PPOA.
17 de junio de 2026	El 3PPO recibe comunicación de la representación legal de ERock, Inc. cuestionando la autorización de la firma del PPOA en nombre de Enchanted Rock LLC. El asunto se refiere de inmediato para revisión. En la misma fecha, Power Expectations LLC somete su respuesta a la solicitud de información sobre la sustitución y el performance bond, junto con una resolución corporativa notarizada relativa a su propia autorización para suscribir el Assignment Agreement.
22 de junio de 2026	Reunión del 3PPO con representantes de ERock, Inc. y Enchanted Rock LLC para atender la controversia planteada.
23 de junio de 2026	Reunión del 3PPO con representantes de Power Expectations LLC sobre el estatus del proyecto y la controversia de autorización, entre otros asuntos operativos.
Junio–julio 2026	Revisión de documentación corporativa pública ante la Securities and Exchange Commission sobre la estructura de ERock, Inc. y su subsidiaria Enchanted Rock, LLC, así como de la documentación contractual sometida por las partes.
31 de julio de 2026	PREPA consiente la sustitución de Enchanted Rock LLC por Flotek Industries dentro del consorcio.

Hallazgos generale

Este memo resume la diligencia realizada por el 3PPO sin adjudicar la controversia privada entre Power Expectations LLC y Enchanted Rock LLC/ERock, Inc., y sin reproducir las comunicaciones ni declaraciones

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individuales de las partes en conflicto, a fin de preservar la neutralidad de la Oficina y no comprometer dicha disputa mientras se encuentre activa y no resuelta.

• El expediente del proceso competitivo refleja que Enchanted Rock participó desde las etapas iniciales del RFP como integrante del consorcio adjudicado.

• Existe una controversia activa y no resuelta entre Enchanted Rock LLC/ERock, Inc. y Power Expectations LLC sobre el alcance de las facultades de representación vigentes al momento de la firma del PPOA.

• El 3PPO ha limitado su revisión a determinar, con base en el expediente disponible al momento de la adjudicación y firma, la suficiencia documental sometida durante el proceso competitivo, sin prejuzgar los derechos de las partes privadas entre sí.

• La autorización de la sustitución de Enchanted Rock por Flotek Industries no prejuzga ni resuelve la controversia entre Power Expectations LLC y ERock/Enchanted Rock; su propósito fue proteger la continuidad de la ejecución contractual.

• De confirmarse fraude, falsificación de documentos o cualquier otra conducta ilegal en el proceso de contratación pública, el asunto será referido a las autoridades competentes.

• La documentación revisada refleja que la designación del signatario como "COO-Caribbean Operations" tiene su origen en una cadena documental compuesta por el MOU del 19 de marzo de 2025, el Acuerdo de Representación de Corredor del 1 de junio de 2025, y el Acuerdo Operativo del Consorcio (enmendado el 24 de abril de 2025) que designa a Power Expectations LLC como "Managing Member and Principal Contractor". El 3PPO determinó que esta cadena refleja la propia designación contractual de Power Expectations dentro del consorcio, y no una autorización directa y expresa de Enchanted Rock LLC para la firma específica del PPOA; el alcance de esa distinción continúa siendo objeto de controversia entre las partes y no ha sido adjudicado.

Nota sobre documentos adicionales — expediente confidencial (no anejados)

Como parte de esta diligencia, el 3PPO ha revisado documentación y actas adicionales que permanecen en el expediente confidencial de la Oficina y no se incorporan como anejos al reporte oficial ni a ninguna comunicación pública, dado que corresponden a correspondencia entre partes privadas, acuerdos internos entre dichas partes, y actas de reuniones investigativas en las que se plantearon alegaciones no adjudicadas entre Power Expectations LLC y Enchanted Rock LLC/ERock, Inc. Estos documentos incluyen, entre otros: (i) el Memorando de Entendimiento del 19 de marzo de 2025 entre Power Expectations LLC y Enchanted Rock, LLC; (ii) el Acuerdo de Representación de Corredor suscrito el 1 de junio de 2025 entre Power Expectations LLC y el individuo identificado como signatario; (iii) el Acuerdo Operativo del Consorcio, según enmendado el 24 de abril de 2025; (iv) la resolución corporativa notarizada sometida por Power Expectations LLC el 17 de junio de 2026; y (v) las actas de las reuniones sostenidas los días 22 y 23 de junio de 2026 con representantes de ambas partes. Dado que dichas actas y documentos contienen alegaciones no verificadas de una parte contra otra, así como referencias a asuntos personales y corporativos de terceros ajenos al expediente de contratación, su divulgación pública en esta etapa podría prejuzgar la controversia privada en curso, exponer a la Oficina a reclamos de parcialidad, o generar responsabilidad por la difusión de señalamientos no adjudicados. Estos documentos se mantienen disponibles para las autoridades competentes o el foro correspondiente, de ser requeridos formalmente.

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Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF

ERock, Inc.
(a Delaware corporation)

ERock, Inc., organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the corporation is ERock, Inc.

2. The original certificate of incorporation was filed with the Secretary of State of the State of Delaware on January 20, 2026 under the name "Enchanted Rock, Inc."

3. The original certificate of incorporation was amended on March 17, 2026 to change the name of the corporation to "ERock, Inc."

4. This Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"), which restates, integrates and amends the certificate of incorporation of the corporation as heretofore in effect, has been adopted by the corporation in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended from time to time, the "DGCL") and has been adopted by the consent of the stockholders of the corporation in accordance with Section 228 of the DGCL.

5. The text of the certificate of incorporation of the corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the corporation is ERock, Inc. (the "Corporation").

ARTICLE II
AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV
STOCK

Section 4.1 Authorized Stock. The total number of shares that the Corporation shall have authority to issue is shares, which shall be divided into three classes, consisting of shares of Class A Common Stock, par value $0.01 per share (the "Class A Common Stock"), shares of Class B Common Stock, par value $0.01 per share (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock"), and shares of preferred stock, par value $0.01 per share (the "Preferred Stock").

Section 4.2 Common Stock.

(a) Voting Rights. Except as otherwise expressly provided herein or as required by the DGCL, the holders of shares of Class A Common Stock and Class B Common Stock shall vote together as one class on all matters (including the election of directors) submitted to a vote of the stockholders of the Corporation. Except as otherwise expressly provided herein or required by the DGCL, each holder of shares of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote and each holder of shares of Class B Common Stock shall be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a "Preferred Stock Designation"), that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) or the DGCL. The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive any dividends to the extent permitted by law when, as and if declared by the board of directors of the Corporation (the "Board of Directors"). Except as otherwise provided under this Certificate of Incorporation, dividends shall not be declared or paid in respect of any shares of Class B Common Stock.

(c) Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them. Holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets upon the dissolution, liquidation or winding up of the Corporation.

Section 4.3 Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV (including any Preferred Stock Designation), the Board of Directors is hereby authorized to provide by resolution for, and to cause the filing of, a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers (including voting powers, full, limited or no voting powers), preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

Section 4.4 No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) without a separate class vote of the holders of Class A Common Stock, Class B Common Stock or Preferred Stock, respectively, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 4.5 No Redemption; Cancellation. The Common Stock is not redeemable. For each Class B Unit (as defined below) exchanged by the Class B Unit Holder (as defined below) for a share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions contemplated by the Amended and Restated Limited Liability Company Agreement of Enchanted Rock Holdings, LLC (as the same may be amended, modified, supplemented and/or restated from time to time, the "LLC Agreement"), one share of Class B Common Stock held by such Class B Unit Holder shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and shall be retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.6 No Preemptive, Subscription or Conversion Rights. No holder of shares of Common Stock, solely by virtue of such holder's status as such, shall be entitled to preemptive, subscription or conversion rights.

Section 4.7 Exchange.

(a) Enchanted Rock Holdings, LLC ("ER Holdings") has issued units designated as "Class A Units" (each, a "Class A Unit") and "Class B Units" (each, a "Class B Unit") pursuant to the terms and subject to the conditions of the LLC Agreement. Each holder of Class B Units (including, for the avoidance of doubt, any permitted transferee of a Class B Unit in accordance with the terms of the LLC Agreement) is referred to herein as a "Class B Unit Holder."

(b) Pursuant to and subject to the terms of the LLC Agreement, each Class B Unit Holder has the right to surrender a Class B Unit to ER Holdings, together with the surrender of one share of Class B Common Stock held by such Class B Unit Holder to the Corporation, in exchange for the issuance of one fully paid and nonassessable share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions set forth herein, including Section 4.5 above, and in the LLC Agreement.

Section 4.8 Retirement of Class B Common Stock. If any outstanding share of Class B Common Stock shall cease to be held by a Class B Unit Holder holding an equal number of Class B Units, then such number of shares of Class B Common Stock for which the Class B Unit Holder does not hold an equal number of Class B Units shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and upon such transfer shall be automatically retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.9 Further Issuances of Class B Common Stock. No shares of Class B Common Stock shall be issued at any time after the completion of the Corporation's initial public offering, except (a) to one or more new or existing members of ER Holdings to whom Class B Units are also issued to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such member of ER Holdings, (b) to a Class B Unit Holder in a number necessary to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such Class B Unit Holder or (c) for the issuance of shares of Class B Common Stock in connection with a stock split, reclassification, subdivision, combination or similar transaction that affects proportionately all outstanding shares of Common Stock and is in accordance with the provisions of this Certificate of Incorporation.

Section 4.10 Reservation of Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the exchange(s) of Class B Units, such number of shares of Class A Common Stock as will from time to time be sufficient to effect the exchange(s) of all outstanding Class B Units for shares of Class A Common Stock.

Section 4.11 Protective Provisions. So long as any shares of Class B Common Stock remain outstanding, the Corporation shall not, whether by merger, consolidation, conversion or otherwise, amend, alter, repeal or waive Sections 4.7 through 4.12 of this Article IV (or adopt any provision inconsistent therewith), without first obtaining the approval of the holders of a majority of the then-outstanding shares of Class B Common Stock, voting as a separate class, in addition to any other vote required by the DGCL, this Certificate of Incorporation or the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "Bylaws").

Section 4.12 Reclassifications, Mergers and Other Transactions.

(a) If the Corporation in any manner subdivides, combines or reclassifies the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class shall, concurrently therewith, be subdivided, combined or reclassified in the same proportion and manner such that the same proportionate equity ownership between the holders of outstanding Class A Common Stock and Class B Common Stock on the record date for such subdivision, combination or reclassification is preserved, unless different treatment of the shares of each such class is approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes. In the event of any such subdivision, combination or reclassification, the Corporation shall, concurrently therewith, cause ER Holdings to make corresponding changes to the Class A Units and Class B Units to give effect to such subdivision, combination or reclassification.

(b) The Corporation shall not consolidate, merge, combine, convert or consummate any other transaction in which shares of Class A Common Stock are exchanged for or converted into other stock or securities, or the right to receive cash and/or any other property, unless in connection with any such consolidation, merger, combination, conversion or other transaction, each share of Class B Common Stock, together with one Class B Unit, shall be entitled to be exchanged for or converted into the same kind and amount of stock or securities, cash and/or any other property, as the case may be, that the Class B Unit Holder would have been entitled to receive had such share of Class B Common Stock, together with one Class B Unit, been exchanged into Class A Common Stock pursuant to the LLC Agreement immediately before such consolidation, merger, combination or other transaction (assuming for purposes of this determination that the Class B Unit Holder was entitled to make such exchange); provided that the foregoing provisions of this Section 4.12(b) shall not apply to any action or transaction (including any consolidation, merger or combination) approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), the Board of Directors shall consist of not fewer than three nor more than 15 directors, the exact number to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the total number of directors then authorized.

Section 5.2 Classification; Vacancies and Newly Created Directorships; Removal.

(a) Except as may be otherwise provided with respect to directors elected by the separate vote of the holders of one or more series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation) (the "Preferred Stock Directors"), the Board of Directors shall be divided into three classes, designated Class I, Class II and Class III. Class I directors shall initially serve until the first annual meeting of stockholders following the initial effectiveness of this Section 5.2; Class II directors shall initially serve until the second annual meeting of stockholders following the initial effectiveness of this Section 5.2; and Class III directors shall initially serve until the third annual meeting of stockholders following the initial effectiveness of this Section 5.2. Commencing with the first annual meeting of stockholders following the initial effectiveness of this Section 5.2, directors of each class the term of which shall then expire shall be elected to hold office for a three-year term and until the election and qualification of their respective successors in office. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III, with such assignment becoming effective as of the initial effectiveness of this Section 5.2.

(b) Subject to the rights of the holders of any outstanding series of Preferred Stock, and unless otherwise required by law, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by the sole remaining director. Any director so chosen shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

(c) Any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon.

(d) During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), and upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such number of directors that the holders of any series of Preferred Stock have a right to elect, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions; and (ii) each Preferred Stock Director shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to said provisions, the terms of office of all Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such Preferred Stock Director shall cease to be qualified as a director and shall cease to be a director) and the total authorized number of directors of the Corporation shall be automatically reduced accordingly.

Section 5.3 Powers. Except as otherwise required by the DGCL or as provided in this Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 5.4 Election; Annual Meeting of Stockholders.

(a) Written Ballot Not Required. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

(b) Notice. Advance notice of nominations for the election of directors, and of business other than nominations, to be proposed by stockholders for consideration at a meeting of stockholders of the Corporation shall be given in the manner and to the extent provided in or contemplated by the Bylaws.

(c) Annual Meeting. Any annual meeting of stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, either within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

ARTICLE VI
STOCKHOLDER ACTION

Subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, no action that is required or permitted to be taken by the stockholders of the Corporation may be effected by consent of stockholders in lieu of a meeting of stockholders.

ARTICLE VII
SPECIAL MEETINGS OF STOCKHOLDERS

Except as otherwise required by law, and subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, a special meeting of the stockholders of the Corporation may be called at any time only by the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer of the Corporation, and may not be called by any other person or persons. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting by or at the direction of the Board of Directors.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
AMENDMENT

Section 9.1 Amendment of the Certificate of Incorporation. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all powers, preferences and rights of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) in its present form or as hereafter amended are granted subject to this reservation; provided, however, that except as otherwise provided in this Certificate of Incorporation (including any provision of a Preferred Stock Designation that provides for a greater or lesser vote) and in addition to any other vote required by law, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required to adopt, amend or repeal, or adopt any provision inconsistent with, Article V, Article VI, Article VII, Article IX, Article X, Article XI and Article XII of this Certificate of Incorporation. For the avoidance of doubt, but subject to the rights of the holders of any outstanding Preferred Stock, Section 242(d) of the DGCL shall apply to amendments to the Certificate of Incorporation.

Section 9.2 Amendment of the Bylaws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation. Except as otherwise provided in this Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote) or the Bylaws of the Corporation, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws of the Corporation.

ARTICLE X
LIABILITY OF DIRECTORS AND OFFICERS

Section 10.1 No Personal Liability. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable.

Section 10.2 Amendment or Repeal. Any amendment, repeal or elimination of this Article X, or the adoption of any provision inconsistent with this Article X, shall not affect its application with respect to an act or omission by a director occurring before such amendment, adoption, repeal or elimination. If the DGCL hereafter is amended to eliminate or limit the liability of a director or officer, then a director or officer of the Corporation, as applicable, in addition to the circumstances in which a director or officer is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the DGCL, as so amended.

ARTICLE XI
FORUM FOR ADJUDICATION OF DISPUTES

Section 11.1 Forum. Unless the Corporation, in writing, selects or consents to the selection of an alternative forum: (A) (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (as either may be amended or restated) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware or (iv) any action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware shall, to the fullest extent permitted by law, be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware; and (B) the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, this Article shall not apply to claims seeking to enforce a duty or liability created by the Exchange Act. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

Section 11.2 Enforceability. If any provision of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any sentence of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE XII
CERTAIN STOCKHOLDER RELATIONSHIPS

Section 12.1 General. In recognition and anticipation that members of the Board of Directors who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates (such Persons (as defined below) being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article XII are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Identified Persons and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

Section 12.2 Renunciation of Certain Corporate Opportunities; No Duty to Refrain. Subject to Section 12.3 below, to the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for any Identified Person and the Corporation or any of its Affiliates. Subject to Section 12.3 below, to the fullest extent permitted by law, none of the Identified Persons shall have any duty to refrain from directly or indirectly (i) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (ii) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. Subject to Section 12.3 below, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

Section 12.3 Corporate Opportunities Offered in Capacity as a Director of the Corporation. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered to such Non-Employee Director solely in his or her capacity as a director of the Corporation and the provisions of Section 12.2 of this Article XII shall not apply to any such corporate opportunity.

Section 12.4 Opportunities Not Deemed Corporate Opportunities. In addition to and notwithstanding the foregoing provisions of this Article XII, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (a) the Corporation is neither financially or legally able, nor contractually permitted, to undertake, (b) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (c) is one in which the Corporation has no interest or reasonable expectancy.

Section 12.5 Definitions. For purposes of this Article XII, (a) "Affiliate" means, (i) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation) and (ii) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (b) "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

Section 12.6 Notice and Consent. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring or holding any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article XII.

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This Amended and Restated Certificate of Incorporation shall become effective at 12:01 am Eastern Time on , 2026.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this day of , 2026.

ERock, Inc.

By: _____
Name:
Title:

SIGNATURE PAGE TO AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

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EX-3.1 2 d12401dex31.htm EX-3.1

Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF

ERock, Inc.
(a Delaware corporation)

ERock, Inc., organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the corporation is ERock, Inc.

2. The original certificate of incorporation was filed with the Secretary of State of the State of Delaware on January 20, 2026 under the name "Enchanted Rock, Inc."

3. The original certificate of incorporation was amended on March 17, 2026 to change the name of the corporation to "ERock, Inc."

4. This Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"), which restates, integrates and amends the certificate of incorporation of the corporation as heretofore in effect, has been adopted by the corporation in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended from time to time, the "DGCL") and has been adopted by the consent of the stockholders of the corporation in accordance with Section 228 of the DGCL.

5. The text of the certificate of incorporation of the corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the corporation is ERock, Inc. (the "Corporation").

ARTICLE II
AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV
STOCK

Section 4.1 Authorized Stock. The total number of shares that the Corporation shall have authority to issue is shares, which shall be divided into three classes, consisting of shares of Class A Common Stock, par value $0.01 per share (the "Class A Common Stock"), shares of Class B Common Stock, par value $0.01 per share (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock"), and shares of preferred stock, par value $0.01 per share (the "Preferred Stock").

Section 4.2 Common Stock.

(a) Voting Rights. Except as otherwise expressly provided herein or as required by the DGCL, the holders of shares of Class A Common Stock and Class B Common Stock shall vote together as one class on all matters (including the election of directors) submitted to a vote of the stockholders of the Corporation. Except as otherwise expressly provided herein or required by the DGCL, each holder of shares of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote and each holder of shares of Class B Common Stock shall be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a "Preferred Stock Designation"), that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) or the DGCL. The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive any dividends to the extent permitted by law when, as and if declared by the board of directors of the Corporation (the "Board of Directors"). Except as otherwise provided under this Certificate of Incorporation, dividends shall not be declared or paid in respect of any shares of Class B Common Stock.

(c) Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them. Holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets upon the dissolution, liquidation or winding up of the Corporation.

Section 4.3 Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV (including any Preferred Stock Designation), the Board of Directors is hereby authorized to provide by resolution for, and to cause the filing of, a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers (including voting powers, full, limited or no voting powers), preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

Section 4.4 No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) without a separate class vote of the holders of Class A Common Stock, Class B Common Stock or Preferred Stock, respectively, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 4.5 No Redemption; Cancellation. The Common Stock is not redeemable. For each Class B Unit (as defined below) exchanged by the Class B Unit Holder (as defined below) for a share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions contemplated by the Amended and Restated Limited Liability Company Agreement of Enchanted Rock Holdings, LLC (as the same may be amended, modified, supplemented and/or restated from time to time, the "LLC Agreement"), one share of Class B Common Stock held by such Class B Unit Holder shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and shall be retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.6 No Preemptive, Subscription or Conversion Rights. No holder of shares of Common Stock, solely by virtue of such holder's status as such, shall be entitled to preemptive, subscription or conversion rights.

Section 4.7 Exchange.

(a) Enchanted Rock Holdings, LLC ("ER Holdings") has issued units designated as "Class A Units" (each, a "Class A Unit") and "Class B Units" (each, a "Class B Unit") pursuant to the terms and subject to the conditions of the LLC Agreement. Each holder of Class B Units (including, for the avoidance of doubt, any permitted transferee of a Class B Unit in accordance with the terms of the LLC Agreement) is referred to herein as a "Class B Unit Holder."

(b) Pursuant to and subject to the terms of the LLC Agreement, each Class B Unit Holder has the right to surrender a Class B Unit to ER Holdings, together with the surrender of one share of Class B Common Stock held by such Class B Unit Holder to the Corporation, in exchange for the issuance of one fully paid and nonassessable share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions set forth herein, including Section 4.5 above, and in the LLC Agreement.

Section 4.8 Retirement of Class B Common Stock. If any outstanding share of Class B Common Stock shall cease to be held by a Class B Unit Holder holding an equal number of Class B Units, then such number of shares of Class B Common Stock for which the Class B Unit Holder does not hold an equal number of Class B Units shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and upon such transfer shall be automatically retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.9 Further Issuances of Class B Common Stock. No shares of Class B Common Stock shall be issued at any time after the completion of the Corporation's initial public offering, except (a) to one or more new or existing members of ER Holdings to whom Class B Units are also issued to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such member of ER Holdings, (b) to a Class B Unit Holder in a number necessary to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such Class B Unit Holder or (c) for the issuance of shares of Class B Common Stock in connection with a stock split, reclassification, subdivision, combination or similar transaction that affects proportionately all outstanding shares of Common Stock and is in accordance with the provisions of this Certificate of Incorporation.

Section 4.10 Reservation of Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the exchange(s) of Class B Units, such number of shares of Class A Common Stock as will from time to time be sufficient to effect the exchange(s) of all outstanding Class B Units for shares of Class A Common Stock.

Section 4.11 Protective Provisions. So long as any shares of Class B Common Stock remain outstanding, the Corporation shall not, whether by merger, consolidation, conversion or otherwise, amend, alter, repeal or waive Sections 4.7 through 4.12 of this Article IV (or adopt any provision inconsistent therewith), without first obtaining the approval of the holders of a majority of the then-outstanding shares of Class B Common Stock, voting as a separate class, in addition to any other vote required by the DGCL, this Certificate of Incorporation or the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "Bylaws").

Section 4.12 Reclassifications, Mergers and Other Transactions.

(a) If the Corporation in any manner subdivides, combines or reclassifies the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class shall, concurrently therewith, be subdivided, combined or reclassified in the same proportion and manner such that the same proportionate equity ownership between the holders of outstanding Class A Common Stock and Class B Common Stock on the record date for such subdivision, combination or reclassification is preserved, unless different treatment of the shares of each such class is approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes. In the event of any such subdivision, combination or reclassification, the Corporation shall, concurrently therewith, cause ER Holdings to make corresponding changes to the Class A Units and Class B Units to give effect to such subdivision, combination or reclassification.

(b) The Corporation shall not consolidate, merge, combine, convert or consummate any other transaction in which shares of Class A Common Stock are exchanged for or converted into other stock or securities, or the right to receive cash and/or any other property, unless in connection with any such consolidation, merger, combination, conversion or other transaction, each share of Class B Common Stock, together with one Class B Unit, shall be entitled to be exchanged for or converted into the same kind and amount of stock or securities, cash and/or any other property, as the case may be, that the Class B Unit Holder would have been entitled to receive had such share of Class B Common Stock, together with one Class B Unit, been exchanged into Class A Common Stock pursuant to the LLC Agreement immediately before such consolidation, merger, combination or other transaction (assuming for purposes of this determination that the Class B Unit Holder was entitled to make such exchange); provided that the foregoing provisions of this Section 4.12(b) shall not apply to any action or transaction (including any consolidation, merger or combination) approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), the Board of Directors shall consist of not fewer than three nor more than 15 directors, the exact number to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the total number of directors then authorized.

Section 5.2 Classification; Vacancies and Newly Created Directorships; Removal.

(a) Except as may be otherwise provided with respect to directors elected by the separate vote of the holders of one or more series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation) (the "Preferred Stock Directors"), the Board of Directors shall be divided into three classes, designated Class I, Class II and Class III. Class I directors shall initially serve until the first annual meeting of stockholders following the initial effectiveness of this Section 5.2; Class II directors shall initially serve until the second annual meeting of stockholders following the initial effectiveness of this Section 5.2; and Class III directors shall initially serve until the third annual meeting of stockholders following the initial effectiveness of this Section 5.2. Commencing with the first annual meeting of stockholders following the initial effectiveness of this Section 5.2, directors of each class the term of which shall then expire shall be elected to hold office for a three-year term and until the election and qualification of their respective successors in office. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III, with such assignment becoming effective as of the initial effectiveness of this Section 5.2.

(b) Subject to the rights of the holders of any outstanding series of Preferred Stock, and unless otherwise required by law, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by the sole remaining director. Any director so chosen shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

(c) Any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon.

(d) During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), and upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such number of directors that the holders of any series of Preferred Stock have a right to elect, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions; and (ii) each Preferred Stock Director shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to said provisions, the terms of office of all Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such Preferred Stock Director shall cease to be qualified as a director and shall cease to be a director) and the total authorized number of directors of the Corporation shall be automatically reduced accordingly.

Section 5.3 Powers. Except as otherwise required by the DGCL or as provided in this Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 5.4 Election; Annual Meeting of Stockholders.

(a) Written Ballot Not Required. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

(b) Notice. Advance notice of nominations for the election of directors, and of business other than nominations, to be proposed by stockholders for consideration at a meeting of stockholders of the Corporation shall be given in the manner and to the extent provided in or contemplated by the Bylaws.

(c) Annual Meeting. Any annual meeting of stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, either within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

ARTICLE VI
STOCKHOLDER ACTION

Subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, no action that is required or permitted to be taken by the stockholders of the Corporation may be effected by consent of stockholders in lieu of a meeting of stockholders.

ARTICLE VII
SPECIAL MEETINGS OF STOCKHOLDERS

Except as otherwise required by law, and subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, a special meeting of the stockholders of the Corporation may be called at any time only by the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer of the Corporation, and may not be called by any other person or persons. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting by or at the direction of the Board of Directors.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
AMENDMENT

Section 9.1 Amendment of the Certificate of Incorporation. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all powers, preferences and rights of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) in its present form or as hereafter amended are granted subject to this reservation; provided, however, that except as otherwise provided in this Certificate of Incorporation (including any provision of a Preferred Stock Designation that provides for a greater or lesser vote) and in addition to any other vote required by law, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required to adopt, amend or repeal, or adopt any provision inconsistent with, Article V, Article VI, Article VII, Article IX, Article X, Article XI and Article XII of this Certificate of Incorporation. For the avoidance of doubt, but subject to the rights of the holders of any outstanding Preferred Stock, Section 242(d) of the DGCL shall apply to amendments to the Certificate of Incorporation.

Section 9.2 Amendment of the Bylaws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation. Except as otherwise provided in this Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote) or the Bylaws of the Corporation, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws of the Corporation.

ARTICLE X
LIABILITY OF DIRECTORS AND OFFICERS

Section 10.1 No Personal Liability. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable.

Section 10.2 Amendment or Repeal. Any amendment, repeal or elimination of this Article X, or the adoption of any provision inconsistent with this Article X, shall not affect its application with respect to an act or omission by a director occurring before such amendment, adoption, repeal or elimination. If the DGCL hereafter is amended to eliminate or limit the liability of a director or officer, then a director or officer of the Corporation, as applicable, in addition to the circumstances in which a director or officer is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the DGCL, as so amended.

ARTICLE XI
FORUM FOR ADJUDICATION OF DISPUTES

Section 11.1 Forum. Unless the Corporation, in writing, selects or consents to the selection of an alternative forum: (A) (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (as either may be amended or restated) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware or (iv) any action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware shall, to the fullest extent permitted by law, be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware; and (B) the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, this Article shall not apply to claims seeking to enforce a duty or liability created by the Exchange Act. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

Section 11.2 Enforceability. If any provision of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any sentence of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE XII
CERTAIN STOCKHOLDER RELATIONSHIPS

Section 12.1 General. In recognition and anticipation that members of the Board of Directors who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates (such Persons (as defined below) being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article XII are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Identified Persons and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

Section 12.2 Renunciation of Certain Corporate Opportunities; No Duty to Refrain. Subject to Section 12.3 below, to the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for any Identified Person and the Corporation or any of its Affiliates. Subject to Section 12.3 below, to the fullest extent permitted by law, none of the Identified Persons shall have any duty to refrain from directly or indirectly (i) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (ii) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. Subject to Section 12.3 below, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

Section 12.3 Corporate Opportunities Offered in Capacity as a Director of the Corporation. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered to such Non-Employee Director solely in his or her capacity as a director of the Corporation and the provisions of Section 12.2 of this Article XII shall not apply to any such corporate opportunity.

Section 12.4 Opportunities Not Deemed Corporate Opportunities. In addition to and notwithstanding the foregoing provisions of this Article XII, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (a) the Corporation is neither financially or legally able, nor contractually permitted, to undertake, (b) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (c) is one in which the Corporation has no interest or reasonable expectancy.

Section 12.5 Definitions. For purposes of this Article XII, (a) "Affiliate" means, (i) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation) and (ii) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (b) "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

Section 12.6 Notice and Consent. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring or holding any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article XII.

***

This Amended and Restated Certificate of Incorporation shall become effective at 12:01 am Eastern Time on , 2026.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this day of , 2026.

ERock, Inc.

By: _____
Name:
Title:

SIGNATURE PAGE TO AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

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ANEJO A

Memo de Cronología y Diligencia — 3PPO

RE: PPOA No. 2026-P00107 / RFP 3PPO-0314-20-TPG2 — Controversia sobre autorización de firma de Enchanted Rock LLC

Preparado: 8 de agosto de 2026

Cronología

Fecha	Evento
1 de junio de 2025	Fecha de un acuerdo de representación suscrito entre Power Expectations LLC y el individuo posteriormente identificado como signatario del PPOA en nombre de Enchanted Rock LLC. Este documento forma parte del expediente confidencial revisado por el 3PPO (ver Nota sobre Documentos Adicionales, más abajo).
10 de junio de 2026	Firma del PPOA entre la AEE, Power Expectations LLC, Enchanted Rock LLC (integrante del consorcio) y Reyes Construction.
12 de junio de 2026	Power Expectations LLC presenta solicitud de asignación ("assignment") para sustituir a Enchanted Rock LLC por Flotek Industries como Vendedor bajo el PPOA.
17 de junio de 2026	El 3PPO recibe comunicación de la representación legal de ERock, Inc. cuestionando la autorización de la firma del PPOA en nombre de Enchanted Rock LLC. El asunto se refiere de inmediato para revisión. En la misma fecha, Power Expectations LLC somete su respuesta a la solicitud de información sobre la sustitución y el performance bond, junto con una resolución corporativa notarizada relativa a su propia autorización para suscribir el Assignment Agreement.
22 de junio de 2026	Reunión del 3PPO con representantes de ERock, Inc. y Enchanted Rock LLC para atender la controversia planteada.
23 de junio de 2026	Reunión del 3PPO con representantes de Power Expectations LLC sobre el estatus del proyecto y la controversia de autorización, entre otros asuntos operativos.
Junio–julio 2026	Revisión de documentación corporativa pública ante la Securities and Exchange Commission sobre la estructura de ERock, Inc. y su subsidiaria Enchanted Rock, LLC, así como de la documentación contractual sometida por las partes.
31 de julio de 2026	PREPA consiente la sustitución de Enchanted Rock LLC por Flotek Industries dentro del consorcio.

Hallazgos generale

Este memo resume la diligencia realizada por el 3PPO sin adjudicar la controversia privada entre Power Expectations LLC y Enchanted Rock LLC/ERock, Inc., y sin reproducir las comunicaciones ni declaraciones

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individuales de las partes en conflicto, a fin de preservar la neutralidad de la Oficina y no comprometer dicha disputa mientras se encuentre activa y no resuelta.

• El expediente del proceso competitivo refleja que Enchanted Rock participó desde las etapas iniciales del RFP como integrante del consorcio adjudicado.

• Existe una controversia activa y no resuelta entre Enchanted Rock LLC/ERock, Inc. y Power Expectations LLC sobre el alcance de las facultades de representación vigentes al momento de la firma del PPOA.

• El 3PPO ha limitado su revisión a determinar, con base en el expediente disponible al momento de la adjudicación y firma, la suficiencia documental sometida durante el proceso competitivo, sin prejuzgar los derechos de las partes privadas entre sí.

• La autorización de la sustitución de Enchanted Rock por Flotek Industries no prejuzga ni resuelve la controversia entre Power Expectations LLC y ERock/Enchanted Rock; su propósito fue proteger la continuidad de la ejecución contractual.

• De confirmarse fraude, falsificación de documentos o cualquier otra conducta ilegal en el proceso de contratación pública, el asunto será referido a las autoridades competentes.

• La documentación revisada refleja que la designación del signatario como "COO-Caribbean Operations" tiene su origen en una cadena documental compuesta por el MOU del 19 de marzo de 2025, el Acuerdo de Representación de Corredor del 1 de junio de 2025, y el Acuerdo Operativo del Consorcio (enmendado el 24 de abril de 2025) que designa a Power Expectations LLC como "Managing Member and Principal Contractor". El 3PPO determinó que esta cadena refleja la propia designación contractual de Power Expectations dentro del consorcio, y no una autorización directa y expresa de Enchanted Rock LLC para la firma específica del PPOA; el alcance de esa distinción continúa siendo objeto de controversia entre las partes y no ha sido adjudicado.

Nota sobre documentos adicionales — expediente confidencial (no anejados)

Como parte de esta diligencia, el 3PPO ha revisado documentación y actas adicionales que permanecen en el expediente confidencial de la Oficina y no se incorporan como anejos al reporte oficial ni a ninguna comunicación pública, dado que corresponden a correspondencia entre partes privadas, acuerdos internos entre dichas partes, y actas de reuniones investigativas en las que se plantearon alegaciones no adjudicadas entre Power Expectations LLC y Enchanted Rock LLC/ERock, Inc. Estos documentos incluyen, entre otros: (i) el Memorando de Entendimiento del 19 de marzo de 2025 entre Power Expectations LLC y Enchanted Rock, LLC; (ii) el Acuerdo de Representación de Corredor suscrito el 1 de junio de 2025 entre Power Expectations LLC y el individuo identificado como signatario; (iii) el Acuerdo Operativo del Consorcio, según enmendado el 24 de abril de 2025; (iv) la resolución corporativa notarizada sometida por Power Expectations LLC el 17 de junio de 2026; y (v) las actas de las reuniones sostenidas los días 22 y 23 de junio de 2026 con representantes de ambas partes. Dado que dichas actas y documentos contienen alegaciones no verificadas de una parte contra otra, así como referencias a asuntos personales y corporativos de terceros ajenos al expediente de contratación, su divulgación pública en esta etapa podría prejuzgar la controversia privada en curso, exponer a la Oficina a reclamos de parcialidad, o generar responsabilidad por la difusión de señalamientos no adjudicados. Estos documentos se mantienen disponibles para las autoridades competentes o el foro correspondiente, de ser requeridos formalmente.

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Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF

ERock, Inc.
(a Delaware corporation)

ERock, Inc., organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the corporation is ERock, Inc.

2. The original certificate of incorporation was filed with the Secretary of State of the State of Delaware on January 20, 2026 under the name "Enchanted Rock, Inc."

3. The original certificate of incorporation was amended on March 17, 2026 to change the name of the corporation to "ERock, Inc."

4. This Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"), which restates, integrates and amends the certificate of incorporation of the corporation as heretofore in effect, has been adopted by the corporation in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended from time to time, the "DGCL") and has been adopted by the consent of the stockholders of the corporation in accordance with Section 228 of the DGCL.

5. The text of the certificate of incorporation of the corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the corporation is ERock, Inc. (the "Corporation").

ARTICLE II
AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV
STOCK

Section 4.1 Authorized Stock. The total number of shares that the Corporation shall have authority to issue is shares, which shall be divided into three classes, consisting of shares of Class A Common Stock, par value $0.01 per share (the "Class A Common Stock"), shares of Class B Common Stock, par value $0.01 per share (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock"), and shares of preferred stock, par value $0.01 per share (the "Preferred Stock").

Section 4.2 Common Stock.

(a) Voting Rights. Except as otherwise expressly provided herein or as required by the DGCL, the holders of shares of Class A Common Stock and Class B Common Stock shall vote together as one class on all matters (including the election of directors) submitted to a vote of the stockholders of the Corporation. Except as otherwise expressly provided herein or required by the DGCL, each holder of shares of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote and each holder of shares of Class B Common Stock shall be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a "Preferred Stock Designation"), that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) or the DGCL. The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive any dividends to the extent permitted by law when, as and if declared by the board of directors of the Corporation (the "Board of Directors"). Except as otherwise provided under this Certificate of Incorporation, dividends shall not be declared or paid in respect of any shares of Class B Common Stock.

(c) Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them. Holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets upon the dissolution, liquidation or winding up of the Corporation.

Section 4.3 Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV (including any Preferred Stock Designation), the Board of Directors is hereby authorized to provide by resolution for, and to cause the filing of, a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers (including voting powers, full, limited or no voting powers), preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

Section 4.4 No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) without a separate class vote of the holders of Class A Common Stock, Class B Common Stock or Preferred Stock, respectively, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 4.5 No Redemption; Cancellation. The Common Stock is not redeemable. For each Class B Unit (as defined below) exchanged by the Class B Unit Holder (as defined below) for a share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions contemplated by the Amended and Restated Limited Liability Company Agreement of Enchanted Rock Holdings, LLC (as the same may be amended, modified, supplemented and/or restated from time to time, the "LLC Agreement"), one share of Class B Common Stock held by such Class B Unit Holder shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and shall be retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.6 No Preemptive, Subscription or Conversion Rights. No holder of shares of Common Stock, solely by virtue of such holder's status as such, shall be entitled to preemptive, subscription or conversion rights.

Section 4.7 Exchange.

(a) Enchanted Rock Holdings, LLC ("ER Holdings") has issued units designated as "Class A Units" (each, a "Class A Unit") and "Class B Units" (each, a "Class B Unit") pursuant to the terms and subject to the conditions of the LLC Agreement. Each holder of Class B Units (including, for the avoidance of doubt, any permitted transferee of a Class B Unit in accordance with the terms of the LLC Agreement) is referred to herein as a "Class B Unit Holder."

(b) Pursuant to and subject to the terms of the LLC Agreement, each Class B Unit Holder has the right to surrender a Class B Unit to ER Holdings, together with the surrender of one share of Class B Common Stock held by such Class B Unit Holder to the Corporation, in exchange for the issuance of one fully paid and nonassessable share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions set forth herein, including Section 4.5 above, and in the LLC Agreement.

Section 4.8 Retirement of Class B Common Stock. If any outstanding share of Class B Common Stock shall cease to be held by a Class B Unit Holder holding an equal number of Class B Units, then such number of shares of Class B Common Stock for which the Class B Unit Holder does not hold an equal number of Class B Units shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and upon such transfer shall be automatically retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.9 Further Issuances of Class B Common Stock. No shares of Class B Common Stock shall be issued at any time after the completion of the Corporation's initial public offering, except (a) to one or more new or existing members of ER Holdings to whom Class B Units are also issued to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such member of ER Holdings, (b) to a Class B Unit Holder in a number necessary to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such Class B Unit Holder or (c) for the issuance of shares of Class B Common Stock in connection with a stock split, reclassification, subdivision, combination or similar transaction that affects proportionately all outstanding shares of Common Stock and is in accordance with the provisions of this Certificate of Incorporation.

Section 4.10 Reservation of Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the exchange(s) of Class B Units, such number of shares of Class A Common Stock as will from time to time be sufficient to effect the exchange(s) of all outstanding Class B Units for shares of Class A Common Stock.

Section 4.11 Protective Provisions. So long as any shares of Class B Common Stock remain outstanding, the Corporation shall not, whether by merger, consolidation, conversion or otherwise, amend, alter, repeal or waive Sections 4.7 through 4.12 of this Article IV (or adopt any provision inconsistent therewith), without first obtaining the approval of the holders of a majority of the then-outstanding shares of Class B Common Stock, voting as a separate class, in addition to any other vote required by the DGCL, this Certificate of Incorporation or the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "Bylaws").

Section 4.12 Reclassifications, Mergers and Other Transactions.

(a) If the Corporation in any manner subdivides, combines or reclassifies the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class shall, concurrently therewith, be subdivided, combined or reclassified in the same proportion and manner such that the same proportionate equity ownership between the holders of outstanding Class A Common Stock and Class B Common Stock on the record date for such subdivision, combination or reclassification is preserved, unless different treatment of the shares of each such class is approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes. In the event of any such subdivision, combination or reclassification, the Corporation shall, concurrently therewith, cause ER Holdings to make corresponding changes to the Class A Units and Class B Units to give effect to such subdivision, combination or reclassification.

(b) The Corporation shall not consolidate, merge, combine, convert or consummate any other transaction in which shares of Class A Common Stock are exchanged for or converted into other stock or securities, or the right to receive cash and/or any other property, unless in connection with any such consolidation, merger, combination, conversion or other transaction, each share of Class B Common Stock, together with one Class B Unit, shall be entitled to be exchanged for or converted into the same kind and amount of stock or securities, cash and/or any other property, as the case may be, that the Class B Unit Holder would have been entitled to receive had such share of Class B Common Stock, together with one Class B Unit, been exchanged into Class A Common Stock pursuant to the LLC Agreement immediately before such consolidation, merger, combination or other transaction (assuming for purposes of this determination that the Class B Unit Holder was entitled to make such exchange); provided that the foregoing provisions of this Section 4.12(b) shall not apply to any action or transaction (including any consolidation, merger or combination) approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), the Board of Directors shall consist of not fewer than three nor more than 15 directors, the exact number to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the total number of directors then authorized.

Section 5.2 Classification; Vacancies and Newly Created Directorships; Removal.

(a) Except as may be otherwise provided with respect to directors elected by the separate vote of the holders of one or more series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation) (the "Preferred Stock Directors"), the Board of Directors shall be divided into three classes, designated Class I, Class II and Class III. Class I directors shall initially serve until the first annual meeting of stockholders following the initial effectiveness of this Section 5.2; Class II directors shall initially serve until the second annual meeting of stockholders following the initial effectiveness of this Section 5.2; and Class III directors shall initially serve until the third annual meeting of stockholders following the initial effectiveness of this Section 5.2. Commencing with the first annual meeting of stockholders following the initial effectiveness of this Section 5.2, directors of each class the term of which shall then expire shall be elected to hold office for a three-year term and until the election and qualification of their respective successors in office. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III, with such assignment becoming effective as of the initial effectiveness of this Section 5.2.

(b) Subject to the rights of the holders of any outstanding series of Preferred Stock, and unless otherwise required by law, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by the sole remaining director. Any director so chosen shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

(c) Any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon.

(d) During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), and upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such number of directors that the holders of any series of Preferred Stock have a right to elect, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions; and (ii) each Preferred Stock Director shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to said provisions, the terms of office of all Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such Preferred Stock Director shall cease to be qualified as a director and shall cease to be a director) and the total authorized number of directors of the Corporation shall be automatically reduced accordingly.

Section 5.3 Powers. Except as otherwise required by the DGCL or as provided in this Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 5.4 Election; Annual Meeting of Stockholders.

(a) Written Ballot Not Required. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

(b) Notice. Advance notice of nominations for the election of directors, and of business other than nominations, to be proposed by stockholders for consideration at a meeting of stockholders of the Corporation shall be given in the manner and to the extent provided in or contemplated by the Bylaws.

(c) Annual Meeting. Any annual meeting of stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, either within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

ARTICLE VI
STOCKHOLDER ACTION

Subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, no action that is required or permitted to be taken by the stockholders of the Corporation may be effected by consent of stockholders in lieu of a meeting of stockholders.

ARTICLE VII
SPECIAL MEETINGS OF STOCKHOLDERS

Except as otherwise required by law, and subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, a special meeting of the stockholders of the Corporation may be called at any time only by the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer of the Corporation, and may not be called by any other person or persons. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting by or at the direction of the Board of Directors.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
AMENDMENT

Section 9.1 Amendment of the Certificate of Incorporation. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all powers, preferences and rights of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) in its present form or as hereafter amended are granted subject to this reservation; provided, however, that except as otherwise provided in this Certificate of Incorporation (including any provision of a Preferred Stock Designation that provides for a greater or lesser vote) and in addition to any other vote required by law, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required to adopt, amend or repeal, or adopt any provision inconsistent with, Article V, Article VI, Article VII, Article IX, Article X, Article XI and Article XII of this Certificate of Incorporation. For the avoidance of doubt, but subject to the rights of the holders of any outstanding Preferred Stock, Section 242(d) of the DGCL shall apply to amendments to the Certificate of Incorporation.

Section 9.2 Amendment of the Bylaws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation. Except as otherwise provided in this Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote) or the Bylaws of the Corporation, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws of the Corporation.

ARTICLE X
LIABILITY OF DIRECTORS AND OFFICERS

Section 10.1 No Personal Liability. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable.

Section 10.2 Amendment or Repeal. Any amendment, repeal or elimination of this Article X, or the adoption of any provision inconsistent with this Article X, shall not affect its application with respect to an act or omission by a director occurring before such amendment, adoption, repeal or elimination. If the DGCL hereafter is amended to eliminate or limit the liability of a director or officer, then a director or officer of the Corporation, as applicable, in addition to the circumstances in which a director or officer is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the DGCL, as so amended.

ARTICLE XI
FORUM FOR ADJUDICATION OF DISPUTES

Section 11.1 Forum. Unless the Corporation, in writing, selects or consents to the selection of an alternative forum: (A) (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (as either may be amended or restated) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware or (iv) any action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware shall, to the fullest extent permitted by law, be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware; and (B) the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, this Article shall not apply to claims seeking to enforce a duty or liability created by the Exchange Act. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

Section 11.2 Enforceability. If any provision of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any sentence of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE XII
CERTAIN STOCKHOLDER RELATIONSHIPS

Section 12.1 General. In recognition and anticipation that members of the Board of Directors who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates (such Persons (as defined below) being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article XII are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Identified Persons and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

Section 12.2 Renunciation of Certain Corporate Opportunities; No Duty to Refrain. Subject to Section 12.3 below, to the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for any Identified Person and the Corporation or any of its Affiliates. Subject to Section 12.3 below, to the fullest extent permitted by law, none of the Identified Persons shall have any duty to refrain from directly or indirectly (i) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (ii) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. Subject to Section 12.3 below, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

Section 12.3 Corporate Opportunities Offered in Capacity as a Director of the Corporation. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered to such Non-Employee Director solely in his or her capacity as a director of the Corporation and the provisions of Section 12.2 of this Article XII shall not apply to any such corporate opportunity.

Section 12.4 Opportunities Not Deemed Corporate Opportunities. In addition to and notwithstanding the foregoing provisions of this Article XII, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (a) the Corporation is neither financially or legally able, nor contractually permitted, to undertake, (b) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (c) is one in which the Corporation has no interest or reasonable expectancy.

Section 12.5 Definitions. For purposes of this Article XII, (a) "Affiliate" means, (i) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation) and (ii) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (b) "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

Section 12.6 Notice and Consent. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring or holding any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article XII.

***

This Amended and Restated Certificate of Incorporation shall become effective at 12:01 am Eastern Time on , 2026.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this day of , 2026.

ERock, Inc.

By: _____
Name:
Title:

SIGNATURE PAGE TO AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

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Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF

ERock, Inc.
(a Delaware corporation)

ERock, Inc., organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the corporation is ERock, Inc.

2. The original certificate of incorporation was filed with the Secretary of State of the State of Delaware on January 20, 2026 under the name "Enchanted Rock, Inc."

3. The original certificate of incorporation was amended on March 17, 2026 to change the name of the corporation to "ERock, Inc."

4. This Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"), which restates, integrates and amends the certificate of incorporation of the corporation as heretofore in effect, has been adopted by the corporation in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended from time to time, the "DGCL") and has been adopted by the consent of the stockholders of the corporation in accordance with Section 228 of the DGCL.

5. The text of the certificate of incorporation of the corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the corporation is ERock, Inc. (the "Corporation").

ARTICLE II
AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV
STOCK

Section 4.1 Authorized Stock. The total number of shares that the Corporation shall have authority to issue is shares, which shall be divided into three classes, consisting of shares of Class A Common Stock, par value $0.01 per share (the "Class A Common Stock"), shares of Class B Common Stock, par value $0.01 per share (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock"), and shares of preferred stock, par value $0.01 per share (the "Preferred Stock").

Section 4.2 Common Stock.

(a) Voting Rights. Except as otherwise expressly provided herein or as required by the DGCL, the holders of shares of Class A Common Stock and Class B Common Stock shall vote together as one class on all matters (including the election of directors) submitted to a vote of the stockholders of the Corporation. Except as otherwise expressly provided herein or required by the DGCL, each holder of shares of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote and each holder of shares of Class B Common Stock shall be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a "Preferred Stock Designation"), that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) or the DGCL. The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive any dividends to the extent permitted by law when, as and if declared by the board of directors of the Corporation (the "Board of Directors"). Except as otherwise provided under this Certificate of Incorporation, dividends shall not be declared or paid in respect of any shares of Class B Common Stock.

(c) Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them. Holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets upon the dissolution, liquidation or winding up of the Corporation.

Section 4.3 Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV (including any Preferred Stock Designation), the Board of Directors is hereby authorized to provide by resolution for, and to cause the filing of, a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers (including voting powers, full, limited or no voting powers), preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

Section 4.4 No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) without a separate class vote of the holders of Class A Common Stock, Class B Common Stock or Preferred Stock, respectively, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 4.5 No Redemption; Cancellation. The Common Stock is not redeemable. For each Class B Unit (as defined below) exchanged by the Class B Unit Holder (as defined below) for a share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions contemplated by the Amended and Restated Limited Liability Company Agreement of Enchanted Rock Holdings, LLC (as the same may be amended, modified, supplemented and/or restated from time to time, the "LLC Agreement"), one share of Class B Common Stock held by such Class B Unit Holder shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and shall be retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.6 No Preemptive, Subscription or Conversion Rights. No holder of shares of Common Stock, solely by virtue of such holder's status as such, shall be entitled to preemptive, subscription or conversion rights.

Section 4.7 Exchange.

(a) Enchanted Rock Holdings, LLC ("ER Holdings") has issued units designated as "Class A Units" (each, a "Class A Unit") and "Class B Units" (each, a "Class B Unit") pursuant to the terms and subject to the conditions of the LLC Agreement. Each holder of Class B Units (including, for the avoidance of doubt, any permitted transferee of a Class B Unit in accordance with the terms of the LLC Agreement) is referred to herein as a "Class B Unit Holder."

(b) Pursuant to and subject to the terms of the LLC Agreement, each Class B Unit Holder has the right to surrender a Class B Unit to ER Holdings, together with the surrender of one share of Class B Common Stock held by such Class B Unit Holder to the Corporation, in exchange for the issuance of one fully paid and nonassessable share of Class A Common Stock (or, at the Corporation's election in its sole discretion, payment of the cash equivalent in respect thereof) on and subject to the terms and conditions set forth herein, including Section 4.5 above, and in the LLC Agreement.

Section 4.8 Retirement of Class B Common Stock. If any outstanding share of Class B Common Stock shall cease to be held by a Class B Unit Holder holding an equal number of Class B Units, then such number of shares of Class B Common Stock for which the Class B Unit Holder does not hold an equal number of Class B Units shall automatically and without further action on the part of the Corporation or any Class B Unit Holder be transferred to the Corporation for no consideration and upon such transfer shall be automatically retired and restored to the status of an authorized but unissued share of Class B Common Stock of the Corporation.

Section 4.9 Further Issuances of Class B Common Stock. No shares of Class B Common Stock shall be issued at any time after the completion of the Corporation's initial public offering, except (a) to one or more new or existing members of ER Holdings to whom Class B Units are also issued to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such member of ER Holdings, (b) to a Class B Unit Holder in a number necessary to maintain a one-to-one ratio between the number of Class B Units and the number of shares of Class B Common Stock held by such Class B Unit Holder or (c) for the issuance of shares of Class B Common Stock in connection with a stock split, reclassification, subdivision, combination or similar transaction that affects proportionately all outstanding shares of Common Stock and is in accordance with the provisions of this Certificate of Incorporation.

Section 4.10 Reservation of Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the exchange(s) of Class B Units, such number of shares of Class A Common Stock as will from time to time be sufficient to effect the exchange(s) of all outstanding Class B Units for shares of Class A Common Stock.

Section 4.11 Protective Provisions. So long as any shares of Class B Common Stock remain outstanding, the Corporation shall not, whether by merger, consolidation, conversion or otherwise, amend, alter, repeal or waive Sections 4.7 through 4.12 of this Article IV (or adopt any provision inconsistent therewith), without first obtaining the approval of the holders of a majority of the then-outstanding shares of Class B Common Stock, voting as a separate class, in addition to any other vote required by the DGCL, this Certificate of Incorporation or the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "Bylaws").

Section 4.12 Reclassifications, Mergers and Other Transactions.

(a) If the Corporation in any manner subdivides, combines or reclassifies the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class shall, concurrently therewith, be subdivided, combined or reclassified in the same proportion and manner such that the same proportionate equity ownership between the holders of outstanding Class A Common Stock and Class B Common Stock on the record date for such subdivision, combination or reclassification is preserved, unless different treatment of the shares of each such class is approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes. In the event of any such subdivision, combination or reclassification, the Corporation shall, concurrently therewith, cause ER Holdings to make corresponding changes to the Class A Units and Class B Units to give effect to such subdivision, combination or reclassification.

(b) The Corporation shall not consolidate, merge, combine, convert or consummate any other transaction in which shares of Class A Common Stock are exchanged for or converted into other stock or securities, or the right to receive cash and/or any other property, unless in connection with any such consolidation, merger, combination, conversion or other transaction, each share of Class B Common Stock, together with one Class B Unit, shall be entitled to be exchanged for or converted into the same kind and amount of stock or securities, cash and/or any other property, as the case may be, that the Class B Unit Holder would have been entitled to receive had such share of Class B Common Stock, together with one Class B Unit, been exchanged into Class A Common Stock pursuant to the LLC Agreement immediately before such consolidation, merger, combination or other transaction (assuming for purposes of this determination that the Class B Unit Holder was entitled to make such exchange); provided that the foregoing provisions of this Section 4.12(b) shall not apply to any action or transaction (including any consolidation, merger or combination) approved by (i) the holders of a majority of the outstanding Class A Common Stock and (ii) the holders of a majority of the outstanding Class B Common Stock, each of (i) and (ii) voting as separate classes.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), the Board of Directors shall consist of not fewer than three nor more than 15 directors, the exact number to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the total number of directors then authorized.

Section 5.2 Classification; Vacancies and Newly Created Directorships; Removal.

(a) Except as may be otherwise provided with respect to directors elected by the separate vote of the holders of one or more series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation) (the "Preferred Stock Directors"), the Board of Directors shall be divided into three classes, designated Class I, Class II and Class III. Class I directors shall initially serve until the first annual meeting of stockholders following the initial effectiveness of this Section 5.2; Class II directors shall initially serve until the second annual meeting of stockholders following the initial effectiveness of this Section 5.2; and Class III directors shall initially serve until the third annual meeting of stockholders following the initial effectiveness of this Section 5.2. Commencing with the first annual meeting of stockholders following the initial effectiveness of this Section 5.2, directors of each class the term of which shall then expire shall be elected to hold office for a three-year term and until the election and qualification of their respective successors in office. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III, with such assignment becoming effective as of the initial effectiveness of this Section 5.2.

(b) Subject to the rights of the holders of any outstanding series of Preferred Stock, and unless otherwise required by law, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by the sole remaining director. Any director so chosen shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

(c) Any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon.

(d) During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), and upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such number of directors that the holders of any series of Preferred Stock have a right to elect, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions; and (ii) each Preferred Stock Director shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to said provisions, the terms of office of all Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such Preferred Stock Director shall cease to be qualified as a director and shall cease to be a director) and the total authorized number of directors of the Corporation shall be automatically reduced accordingly.

Section 5.3 Powers. Except as otherwise required by the DGCL or as provided in this Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 5.4 Election; Annual Meeting of Stockholders.

(a) Written Ballot Not Required. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

(b) Notice. Advance notice of nominations for the election of directors, and of business other than nominations, to be proposed by stockholders for consideration at a meeting of stockholders of the Corporation shall be given in the manner and to the extent provided in or contemplated by the Bylaws.

(c) Annual Meeting. Any annual meeting of stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, either within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

ARTICLE VI
STOCKHOLDER ACTION

Subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, no action that is required or permitted to be taken by the stockholders of the Corporation may be effected by consent of stockholders in lieu of a meeting of stockholders.

ARTICLE VII
SPECIAL MEETINGS OF STOCKHOLDERS

Except as otherwise required by law, and subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, a special meeting of the stockholders of the Corporation may be called at any time only by the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer of the Corporation, and may not be called by any other person or persons. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting by or at the direction of the Board of Directors.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
AMENDMENT

Section 9.1 Amendment of the Certificate of Incorporation. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all powers, preferences and rights of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) in its present form or as hereafter amended are granted subject to this reservation; provided, however, that except as otherwise provided in this Certificate of Incorporation (including any provision of a Preferred Stock Designation that provides for a greater or lesser vote) and in addition to any other vote required by law, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required to adopt, amend or repeal, or adopt any provision inconsistent with, Article V, Article VI, Article VII, Article IX, Article X, Article XI and Article XII of this Certificate of Incorporation. For the avoidance of doubt, but subject to the rights of the holders of any outstanding Preferred Stock, Section 242(d) of the DGCL shall apply to amendments to the Certificate of Incorporation.

Section 9.2 Amendment of the Bylaws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation. Except as otherwise provided in this Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote) or the Bylaws of the Corporation, the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws of the Corporation.

ARTICLE X
LIABILITY OF DIRECTORS AND OFFICERS

Section 10.1 No Personal Liability. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable.

Section 10.2 Amendment or Repeal. Any amendment, repeal or elimination of this Article X, or the adoption of any provision inconsistent with this Article X, shall not affect its application with respect to an act or omission by a director occurring before such amendment, adoption, repeal or elimination. If the DGCL hereafter is amended to eliminate or limit the liability of a director or officer, then a director or officer of the Corporation, as applicable, in addition to the circumstances in which a director or officer is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the DGCL, as so amended.

ARTICLE XI
FORUM FOR ADJUDICATION OF DISPUTES

Section 11.1 Forum. Unless the Corporation, in writing, selects or consents to the selection of an alternative forum: (A) (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (as either may be amended or restated) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware or (iv) any action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware shall, to the fullest extent permitted by law, be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware; and (B) the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, this Article shall not apply to claims seeking to enforce a duty or liability created by the Exchange Act. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

Section 11.2 Enforceability. If any provision of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any sentence of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE XII
CERTAIN STOCKHOLDER RELATIONSHIPS

Section 12.1 General. In recognition and anticipation that members of the Board of Directors who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates (such Persons (as defined below) being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article XII are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Identified Persons and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

Section 12.2 Renunciation of Certain Corporate Opportunities; No Duty to Refrain. Subject to Section 12.3 below, to the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for any Identified Person and the Corporation or any of its Affiliates. Subject to Section 12.3 below, to the fullest extent permitted by law, none of the Identified Persons shall have any duty to refrain from directly or indirectly (i) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (ii) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. Subject to Section 12.3 below, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

Section 12.3 Corporate Opportunities Offered in Capacity as a Director of the Corporation. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered to such Non-Employee Director solely in his or her capacity as a director of the Corporation and the provisions of Section 12.2 of this Article XII shall not apply to any such corporate opportunity.

Section 12.4 Opportunities Not Deemed Corporate Opportunities. In addition to and notwithstanding the foregoing provisions of this Article XII, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (a) the Corporation is neither financially or legally able, nor contractually permitted, to undertake, (b) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (c) is one in which the Corporation has no interest or reasonable expectancy.

Section 12.5 Definitions. For purposes of this Article XII, (a) "Affiliate" means, (i) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation) and (ii) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (b) "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

Section 12.6 Notice and Consent. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring or holding any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article XII.

***

This Amended and Restated Certificate of Incorporation shall become effective at 12:01 am Eastern Time on , 2026.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this day of , 2026.

ERock, Inc.

By: _____
Name:
Title:

SIGNATURE PAGE TO AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

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Regulatory
Compliance Services, Corp

August 9, 2026

Mr. Robert F. Mujica,
Jr. Executive Director Financial Oversight
and Management Board for Puerto Rico

Re: Response to Letter dated August 7, 2026 — Temporary Generation Contract — Power Expectations, LLC; Enchanted Rock; and Reyes Contractor, LLC (RFP No. 3PPO-0314-20-TPG2)

Dear Mr. Mujica:

We write on behalf of the Puerto Rico Electric Power Authority ("PREPA") and Regulatory Compliance Services Corp. ("ReComS") in response to your letter dated August 7, 2026, regarding the statement attributed to an Enchanted Rock company spokesperson that its company name and signature were used without authorization in connection with the Contract. ReComS has treated this matter with the utmost seriousness and urgency from the moment it first came to our attention — nearly seven weeks before the Oversight Board's August 7 letter — and have actively and continuously pursued it since. We welcome this opportunity to place the full record of that effort before the Oversight Board.

I. Corporate Identity of ERock, Inc. and Enchanted Rock

As a threshold matter, PREPA and ReComS believe it is important to clarify the corporate identity of the entities involved, based on publicly available securities filings. According to ERock, Inc.'s Amended and Restated Certificate of Incorporation, filed as Exhibit 3.1 to a Form 8-K with the U.S. Securities and Exchange Commission, the corporation was originally incorporated in Delaware on January 20, 2026 under the name "Enchanted Rock, Inc.," and its original certificate of incorporation was amended on March 16, 2026 to change its name to "ERock, Inc." That Amended and Restated Certificate of Incorporation was executed on June 9, 2026 by John Carrington, Chief Executive Officer, and became effective upon its filing with the

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Delaware Secretary of State. Enchanted Rock, Inc. and ERock, Inc. are accordingly the same Delaware corporation, under different names, before and after March 16, 2026.

Enchanted Rock, LLC — the entity identified as a contracting party under the Contract — is, however, a distinct legal person from Enchanted Rock, Inc./ERock, Inc. The relevant contractual documents identify Enchanted Rock, LLC, not ERock, Inc., as the contracting party. PREPA recognizes that the terms "ERock" and "Enchanted Rock" have been used collectively and at times imprecisely in certain communications, including by Power Expectations itself, and that ERock, Inc. and Enchanted Rock, LLC may be affiliated entities within a broader corporate group. ReComS did not rely on corporate nomenclature to avoid addressing the underlying allegations, and are evaluating this matter based on the identity, representations, and obligations of the actual contracting entity, Enchanted Rock, LLC.

II. ReComS's Immediate and Sustained Response to the Allegation

ReComS did not learn of this matter from the Oversight Board's August 7 letter or from any public statement. ReComS became aware of the allegation on June 17, 2026 — the same day it received formal communication from legal counsel for ERock, Inc. questioning the authorization of the signature executed on behalf of Enchanted Rock, LLC on the Contract — and treated it as a priority matter from that moment forward. The matter was referred immediately for review — as reflected in the June 16, 2026 email correspondence among counsel for ERock, Inc., Power Expectations, LLC, and ReComS referring the matter to Mr. Carlo, enclosed with this letter as Annex B — and ReComS moved without delay to investigate the allegation directly with the parties involved:

Within five days, on June 22, 2026, ReComS convened a meeting with representatives of ERock, Inc. and Enchanted Rock, LLC specifically to address the allegation raised.

The very next day, on June 23, 2026, ReComS met separately with representatives of Power Expectations, LLC to press the same questions directly with the party on the other side of the dispute.

In parallel, and continuing through June and July 2026, ReComS undertook an independent review of publicly available corporate documentation filed with the U.S. Securities and Exchange Commission concerning the corporate structure of ERock, Inc. and its subsidiary, Enchanted Rock, LLC, cross-referenced against the contractual documentation submitted by the parties during the procurement and execution of the Contract.

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This has not been a passive or one-time inquiry. ReComS has maintained an active, ongoing review of this matter since June 17, 2026, and continues to do so as of the date of this letter — a period of nearly two months, well predating the Oversight Board's August 7 letter.

This diligence is further documented in the 3PPO's official report dated August 8, 2026, submitted to Puerto Rico's Public-Private Partnerships Authority in support of the responses provided on August 7, 2026 to a related request for information submitted by Jagual Media, enclosed with this letter as Annex C.

Consistent with that sustained review, ReComS confirms that the record of the competitive procurement process reflects that Enchanted Rock participated from the initial stages of the RFP as a member of the awarded consortium, including submission of financial and experience information evaluated as part of the consortium's technical and economic capacity. The subsequent controversy between Power Expectations, LLC and Enchanted Rock, LLC/ERock, Inc. concerning the scope of representative authority at the time of signing does not alter that procurement record.

The documentation reviewed by the 3PPO reflects a consistent documentary chain establishing Enchanted Rock's participation in the consortium from the initial stages of the competitive process. That documentary chain includes: (i) the March 19, 2025 Memorandum of Understanding between Enchanted Rock and Power Expectations, pursuant to which Enchanted Rock designated Power Expectations as its exclusive agent in Puerto Rico and Florida; (ii) the Consortium Operating Agreement, as amended and restated on April 24, 2025, which designated Power Expectations as the consortium's "Managing Member and Principal Contractor" in its relations with the Government; and (iii) the June 1, 2025 Broker Representation Agreement between Power Expectations and the individual subsequently identified as the signatory of the PPOA, pursuant to which that individual was designated as "Chief Operating Officer" for Caribbean Operations.

Considered together with the financial, technical, and experience documentation submitted during the RFP, these documents confirm Enchanted Rock's participation as a member of the consortium and reflect the contractual designation of Power Expectations as the consortium's representative, "Managing Member," and "Principal Contractor" throughout the competitive process. Accordingly, the procurement record does not support a conclusion that Enchanted Rock was unrelated to the competitive process or that its participation in the consortium arose only at the time the PPOA was executed. To the contrary, the record reflects Enchanted Rock's documented and continuous participation in the consortium, as well as the existence of a

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contractual structure under which Power Expectations acted in a representative and managerial capacity on behalf of the consortium.

Accordingly, any subsequent controversy between ERock/Enchanted Rock and Power Expectations regarding the legal scope of that representative authority in connection with the execution of the PPOA constitutes a separate matter and does not negate, modify, or alter Enchanted Rock's documented participation in the consortium throughout the competitive process. The controversy subsequently raised by ERock/Enchanted Rock likewise does not alter Enchanted Rock's documented participation during the competitive process.

At the same time, ReComS has been careful to limit its review to determining, based on the record available at the time of award and execution, the sufficiency of the documentation submitted during the competitive process — without purporting to adjudicate the private dispute between Power Expectations, LLC and Enchanted Rock, LLC/ERock, Inc. as to the scope of representative authority at the time of signing. That restraint reflects institutional diligence, not inaction: ReComS has treated this as a matter warranting careful, fact-based investigation rather than a rush to a premature conclusion that could prejudice the rights of any party or the Government's own position. That dispute remains active and unresolved between those private parties.

III. ReComS's Reliance on Power Expectations' Representations; the Flotek Substitution

The substitution of Flotek Industries, Inc. for Enchanted Rock, LLC within the Seller's Special Purpose Vehicle was evaluated based on the documentation and representations submitted by Power Expectations, including the Assignment and Assumption Agreement dated June 12, 2026, a notarized corporate resolution submitted by Power Expectations on June 17, 2026 regarding its own authority to execute that Assignment Agreement, and Power Expectations' letter dated June 17, 2026, which represented that Enchanted Rock, LLC had been in full compliance with its obligations and that the substitution arose from a mutually agreed commercial transition. That evaluation was conducted against the backdrop of, and notwithstanding, the authorization controversy that ReComS was simultaneously and actively investigating — PREPA's consent to that substitution, granted July 31, 2026, does not prejudge or resolve the dispute between Power Expectations, LLC and Enchanted Rock, LLC/ERock, Inc.; its purpose was to protect the continuity of contract performance for the benefit of the people of Puerto Rico while that investigation continued. That consent was expressly limited to the assignment as submitted and does not waive any past, present, or future default or any right, remedy, claim, or defense available to PREPA.

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IV. Confidentiality of Certain Underlying Records

Certain documents relevant to this matter — including ERock, Inc.'s June 17, 2026 communication, the June 1, 2025 representation agreement between Power Expectations, LLC and the individual identified as signatory, the notarized corporate resolution submitted June 17, 2026, and the minutes of the June 22 and June 23, 2026 meetings — remain in ReComS's confidential file and are not enclosed with this letter. These documents contain unadjudicated allegations and competing positions between private parties whose dispute remains active and unresolved; PREPA and ReComS believe that public disclosure at this stage could prejudge that dispute or compromise the Government's position with respect to any contractual remedies that may be warranted. These documents remain available to the Oversight Board, the competent authorities, or the appropriate forum, upon formal request. For the Oversight Board's reference, the March 19, 2025 Memorandum of Understanding between Enchanted Rock, LLC and Power Expectations, LLC — under which Power Expectations, LLC was designated Enchanted Rock, LLC's exclusive agent and representative for the marketing, promotion, distribution, and sale of Enchanted Rock's products and services in Puerto Rico — is enclosed with this letter as Annex A.

V. Financial Structure and Risk Allocation of the Project

As part of its evaluation of the Project and the measures directed at protecting the continuity of contract performance, the 3PPO considered the financial structure and risk allocation established under the PPOA. Under that structure, development of the Project is financed with private capital and does not require PREPA to advance public funds to finance the acquisition, mobilization, installation, or commissioning of the generation units. Those responsibilities, together with the risks associated with financing and developing the Project until it achieves the capacity to generate and deliver energy under the Contract, rest with the contractor, subject to the guarantees, performance milestones, and other applicable contractual obligations. Likewise, the contractual model ties PREPA's payments to energy actually generated, dispatched, and delivered under the terms of the PPOA, rather than requiring PREPA to prefinance the acquisition or construction of the infrastructure necessary to develop the Project. Accordingly, the mere availability of contracted capacity does not, by itself, constitute an obligation of PREPA to finance the development or acquisition of the equipment.

This structure is particularly relevant to the protection of the public interest, as it allocates to the contractor the risks of financing, acquisition, mobilization, installation, and commissioning

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of the units, while PREPA's payment obligation is tied to energy actually delivered under the Contract. In this manner, the PPOA seeks to incorporate additional generation capacity necessary to strengthen the reliability and operating reserve of the electric system without transferring to PREPA the initial financial risk associated with developing the Project.

VI. Practical Consequences of Revocation for Puerto Rico's Energy Emergency

PREPA and ReComS respectfully urge 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 Contract was approved, and the underlying procurement was conducted on an expedited basis, precisely because of the urgent and continuing generation shortfall affecting the island's electric system. Power Expectations has advised PREPA and ReComS, in a project update dated August 9th , 2026, that the first batch of generation units is already in transit to Puerto Rico, and that its teams continue coordinating site preparation, electrical interconnection, and LNG supply-chain logistics so that deployment can begin as soon as that equipment arrives. Revoking approval of the Contract at this stage, while the authorization controversy between Power Expectations and Enchanted Rock, LLC/ERock, Inc. remains under active review and unresolved, risks halting or further delaying the delivery of emergency generation capacity that the people of Puerto Rico urgently need, without regard to whether that controversy is ultimately attributable to any conduct by PREPA or ReComS. PREPA and ReComS respectfully submit that any remedial action the Oversight Board deems necessary should be carefully calibrated to address the specific conduct at issue without compromising the continuity of a project undertaken to address a documented public emergency.

VII. Next Steps

PREPA's and ReComS's position remains unequivocal, and has been so since June 17, 2026: any evidence confirming fraud, forgery, or other unlawful conduct in the public procurement process will be referred to the competent authorities, and PREPA will take the contractual measures necessary to protect PREPA, the public interest, and the continued execution of the Project. This matter has had, and will continue to have, our sustained attention and highest priority. PREPA and ReComS remain available to discuss this matter further, and to provide the Oversight Board with additional information or documentation as may be formally required, at the Oversight Board's convenience.

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Respectfully submitted,

Osvaldo Carlo Linares, Esq.



President,
Regulatory Compliance Services Corp.
On behalf of PREPA and Regulatory Compliance Services Corp.

Enclosure: Annex A – Memorandum of Understanding between Enchanted Rock, LLC and Power Expectations, LLC, dated March 19, 2025

Enclosure: Annex B – Email correspondence dated June 16, 2026 (Lcdo. Juan González / Davis Zapffe)

Enclosure: Annex C – 3PPO Official Report dated August 8, 2026 (RFI Jagual Media)

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MEMORANDUM OF UNDERSTANDING

BETWEEN

ENCHANTED ROCK LLC

AND

POWER EXPECTATIONS LLC

REGARDING EXCLUSIVE AGENCY REPRESENTATION IN PUERTO RICO

EFFECTIVE DATE: March 19, 2025

1. PARTIES

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on this 19th day of March, 2025, by and between:

ENCHANTED ROCK LLC, a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business at 1113 Vine St #101, Houston, TX 77002 (hereinafter referred to as "ENCHANTED ROCK"); and

POWER EXPECTATIONS LLC, a limited liability company organized and existing under the laws of Puerto Rico, with its principal place of business at Marginal Villamar 9 Manzana CE, Local, Carolina, PR, 00979 (hereinafter referred to as "POWER EXPECTATIONS LLC").

ENCHANTED ROCK and POWER EXPECTATIONS LLC may be individually referred to as "Party" and collectively as the "Parties."

2. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which POWER EXPECTATIONS LLC will act as the exclusive agent and representative of ENCHANTED ROCK for the marketing, promotion, distribution, and sale of ENCHANTED ROCK's products and services in Puerto Rico. This MOU confirms and incorporates the commission structure established in the Referral Agreement between the Parties dated March 5, 2025.

3. SCOPE OF EXCLUSIVITY

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3.1 ENCHANTED ROCK hereby appoints POWER EXPECTATIONS LLC as its exclusive agent and representative for the marketing, promotion, distribution, and sale of ENCHANTED ROCK's products and services in Puerto Rico (hereinafter referred to as the "Territory").

3.2 During the term of this MOU, ENCHANTED ROCK shall not, directly or indirectly: a) Appoint any other agent or representative for the Territory; b) Establish its own sales office or distribution network in the Territory; or c) Sell, market, or promote its products or services in the Territory except through POWER EXPECTATIONS LLC.

3.3 POWER EXPECTATIONS LLC shall have the exclusive right to: a) Market and promote ENCHANTED ROCK's products and services in the Territory; b) Solicit and negotiate contracts with customers in the Territory; c) Represent ENCHANTED ROCK in bidding processes, tenders, and other commercial opportunities in the Territory; and d) Establish and maintain a distribution network in the Territory.

4. OBLIGATIONS OF POWER EXPECTATIONS LLC

4.1 POWER EXPECTATIONS LLC shall: a) Use commercially reasonable efforts to promote, market, and sell ENCHANTED ROCK's products and services in the Territory; b) Comply with all applicable laws, regulations, and business practices in the Territory; c) Protect ENCHANTED ROCK's reputation and brand in the Territory; and d) Provide ENCHANTED ROCK with quarterly reports on sales activities in the Territory.

5. OBLIGATIONS OF ENCHANTED ROCK

5.1 ENCHANTED ROCK shall: a) Provide POWER EXPECTATIONS LLC with necessary technical, commercial, and marketing information to enable POWER EXPECTATIONS LLC to effectively represent ENCHANTED ROCK in the Territory; b) Respond to inquiries, proposals, and technical questions from POWER EXPECTATIONS LLC or its clients in a timely manner; c) Honor all commitments made by POWER EXPECTATIONS LLC within the scope of its authority; d) Refer all inquiries, leads, and opportunities from the Territory to POWER EXPECTATIONS LLC; and e) Not engage in any activities that may undermine POWER EXPECTATIONS LLC's position as the exclusive representative in the Territory.

6. COMMISSION STRUCTURE AND PAYMENT TERMS

6.1 POWER EXPECTATIONS LLC shall be entitled to a commission of $5,000.00 USD per ERG-450 generator sold to any Prospect in the Territory, as established in the Referral Agreement dated March 5, 2025.

6.2 The Referral Fee shall be paid to POWER EXPECTATIONS INC pro rata with the payment schedule in the purchase order and each portion shall be due once ENCHANTED ROCK receives payment from the customer.

6.3 ENCHANTED ROCK shall provide POWER EXPECTATIONS LLC with monthly statements detailing all sales in the Territory and the commission calculations.

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6.4 All payments shall be made in US Dollars by wire transfer to a bank account designated by POWER EXPECTATIONS INC.

7. TERM AND TERMINATION

7.1 This MOU shall be effective from the date of signing and shall remain in force for an initial term of two (2) years.

7.2 After the initial term, this MOU shall automatically renew for successive one-year periods unless either Party provides written notice of non-renewal at least ninety (90) days before the end of the current term.

7.3 Either Party may terminate this MOU for cause if the other Party: a) Materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days after receiving written notice thereof; b) Becomes insolvent, files for bankruptcy, or is subject to similar proceedings; or c) Engages in fraudulent, illegal, or unethical business practices.

7.4 Upon termination of this MOU: a) POWER EXPECTATIONS LLC shall cease representing itself as ENCHANTED ROCK's exclusive representative; b) POWER EXPECTATIONS LLC shall return all proprietary materials provided by ENCHANTED ROCK; and c) ENCHANTED ROCK shall pay all commissions due to POWER EXPECTATIONS INC for sales made or substantially negotiated prior to termination.

8. CONFIDENTIALITY

8.1 Each Party shall maintain the confidentiality of all proprietary and confidential information received from the other Party and shall use such information solely for the purposes of fulfilling its obligations under this MOU.

8.2 The confidentiality obligations shall survive the termination of this MOU for a period of three (3) years.

9. INTELLECTUAL PROPERTY

9.1 All intellectual property rights belonging to ENCHANTED ROCK shall remain the sole property of ENCHANTED ROCK.

9.2 POWER EXPECTATIONS LLC is granted a limited, non-exclusive license to use ENCHANTED ROCK's intellectual property solely for the purpose of fulfilling its obligations under this MOU.

10. DISPUTE RESOLUTION

10.1 The Parties shall attempt to resolve any dispute arising out of or in connection with this MOU through good faith negotiations.

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10.2 If the dispute cannot be resolved through negotiations within thirty (30) days, the Parties agree to submit the dispute to mediation under the rules of the Commonwealth of Puerto Rico.

11. GOVERNING LAW

11.1 This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, without giving effect to any choice of law or conflict of law provisions.

12. EXISTING AGREEMENTS

12.1 This MOU incorporates by reference the Referral Agreement between the Parties dated March 5, 2025. In the event of any conflict between this MOU and the Referral Agreement with respect to commission rates for ERG-450 generators, the terms of the Referral Agreement shall prevail.

13. MISCELLANEOUS

13.1 Neither Party may assign its rights or obligations under this MOU without the prior written consent of the other Party, which shall not be unreasonably withheld.

13.2 The relationship between the Parties is that of independent contractors. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

13.3 All notices required or permitted under this MOU shall be in writing and shall be delivered personally, by courier, by certified mail, or by electronic means to the addresses specified below or to such other addresses as may be specified in writing by the Parties:

To ENCHANTED ROCK: Attention: Thomas McAndrew; CEO 1113 Vine St #101 Houston, TX 77002 Email: tmcandrew@enchantedrock.com

To POWER EXPECTATIONS LLC: Attention: Eddie Echevarria; CEO Marginal Villamar 9 Manzana CE, Local Carolina, PR 00979 Email: [Email address]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first above written.

ENCHANTED ROCK LLC

By: Thomas McAndrew Name: DocuSigned by: Thomas McAndrew CD8E6D589AD249D... Title: W Thomas McAndrew Date: 03/19/2025

POWER EXPECTATIONS LLC

By: Eddie Echevarria Name: Signed by: Eddie Echevarria 4B04CAC2E43A4E4... Title: 03/19/2025 Date: 03/19/2025

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Outlook

Fw: Enchanted Rock / PR Government

From Mariela Quinones <mquinones@recomspr.net>
Date Tue 6/16/2026 12:42 PM
To Fabian Velez <fvelez@recomspr.net>

From: Lcdo. Juan González <jgonzalez@gmlex.net>
Sent: Tuesday, June 16, 2026 12:08 PM
To: Davis Zapffe <dzapffe@enchantedrock.com>; Javier Vázquez <javier.vazquez@oneillborges.com>; Payson Tucker <ptucker@enchantedrock.com>; Salvador J. Antonetti <Salvador.Antonetti@oneillborges.com>; ocarlo <ocarlo@carlolaw.com>; Mariela Quinones <mquinones@recomspr.net>; Santa Crispín, Lionel (AAPP) <lionel.santa@p3.pr.gov>
Subject: RE: Enchanted Rock / PR Government

Mr. Zapfee:
Thank you for your communication and for bringing these allegations to our attention.
We acknowledge receipt of your correspondence and appreciate your willingness to cooperate with any review of the matters described therein.
Given the seriousness of the allegations raised, and without expressing any view regarding their accuracy or merits at this stage, I have referred your communication and the information provided to Mr. Osvaldo Carlo, Principal Executive Officer of the Third-Party Procurement Office ("3PPO"), the independent entity responsible for administering and overseeing the competitive procurement process at issue. Mr. Carlo is a former United States Attorney for the District of Puerto Rico and possesses extensive experience in conducting complex investigations and evaluating matters involving public procurement, compliance, and governmental integrity.
Mr. Carlo has been requested to conduct an independent review of the allegations, evaluate the information available, undertake any additional fact-finding he deems appropriate, and provide a written report setting forth his findings, conclusions, and recommendations as expeditiously as practicable. Please note that this request should not be interpreted as a determination that any violation has occurred. Rather, it reflects our commitment to ensuring that all allegations of potential misconduct are reviewed thoroughly, objectively, and in accordance with applicable law and established procedures. Upon completion of the review, and to the extent warranted by the facts and findings developed during the investigation, the resulting report will be referred to the appropriate governmental, regulatory, or law enforcement authorities for such action as they may deem appropriate.
We appreciate your cooperation and your offer to assist in this matter. Should Mr. Carlo or the 3PPO determine that additional information is necessary, you may be contacted directly as part of the review process.
Thank you again for bringing these concerns to our attention.

From: Davis Zapffe <dzapffe@enchantedrock.com>
Sent: Tuesday, June 16, 2026 11:57 AM
To: Javier Vázquez <javier.vazquez@oneillborges.com>; Payson Tucker <ptucker@enchantedrock.com>; Salvador J. Antonetti <Salvador.Antonetti@oneillborges.com>; Lcdo. Juan González <jgonzalez@gmlex.net>
Subject: RE: Enchanted Rock / PR Government

Dear Mr. Gonzalez,

Thank you for taking the time to speak with us. As discussed, we contacted your office to formally report potential misconduct and possible criminal conduct. We understand that Mr. Gonzalez will be notifying the appropriate

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governmental authorities and initiating an investigation into this matter.

We will support your investigation in whatever capacity may be helpful. Please do not hesitate to contact us should you require any additional information.

Respectfully,

Davis Zapffe
General Counsel
—
214.808.8788
dzapffe@enchantedrock.com
ERock.com
ERock
Energy for a new era

From: Javier Vázquez <javier.vazquez@oneillborges.com>
Sent: Tuesday, June 16, 2026 9:16 AM
To: Payson Tucker <ptucker@enchantedrock.com>; Davis Zapffe <dzapffe@enchantedrock.com>; Salvador J. Antonetti <Salvador.Antonetti@oneillborges.com>; jgonzalez@gmlex.net
Subject: Enchanted Rock / PR Government

Email to connect us all.

Regards

Javier Vázquez
Member

787-282-5732
250 Muñoz Rivera Avenue
Suite 800, San Juan, Puerto Rico 00918
www.oneillborges.com

in

O'Neill &Borges LLC

The information contained in this communication and any attachments thereto is confidential (except where the email expressly states that it can be disclosed), may be protected by the attorney-client privilege or attorney-work product doctrine, may constitute inside information, and is intended only for the use of the individual or entity to whom it is addressed. It is the property of O'Neill & Borges LLC. If you are not the intended recipient, please do not read, copy, or re-transmit this communication. Unauthorized use, disclosure, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return email and destroy this communication and all copies

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From: Javier Vázquez
Sent: Monday, 15 June 2026 16:41:17
To: Javier Vázquez <javier.vazquez@oneillborges.com>; ptucker@enchantedrock.com <ptucker@enchantedrock.com>; Davis Zapffe <dzapffe@enchantedrock.com>; Salvador J. Antonetti <Salvador.Antonetti@oneillborges.com>; jgonzalez@gmlex.net <jgonzalez@gmlex.net>
Subject: Enchanted Rock / PR Government
When: Tuesday, June 16, 2026 10:00 AM-11:00 AM.
Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/230590847657647?p=83TtBQ59GzL0v7tqjx

Meeting ID: 230 590 847 657 647

Passcode: 7Xn66Pa2

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For organizers: Meeting options
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CONFIDENCIAL

8 de agosto de 2026

Oficina del Zar de Energía
Gobierno de Puerto Rico

Autoridad para las Alianzas Público Privadas (AAPP)
At: Ing. Josué A. Colón Ortiz, Director Ejecutivo

RE: Reporte Oficial del 3PPO en Apoyo a las Contestaciones a la Solicitud de Información de Jagual Media sobre el Acuerdo de Compra y Operación de Energía ("PPOA") No. 2026-P00107, RFP 3PPO-0314-20-TPG2

El propósito del presente reporte es documentar, para el expediente oficial de la Oficina de Terceros para Compras ("3PPO"), la diligencia realizada en torno a la controversia surgida entre Power Expectations LLC y Enchanted Rock LLC/ERock, Inc., y sustentar con la evidencia correspondiente las contestaciones ofrecidas el 7 de agosto de 2026 en respuesta a la Solicitud de Información sometida por Jagual Media.

A continuación se presenta, para cada una de las cinco (5) preguntas formuladas por Jagual Media, la posición oficial del 3PPO junto con la referencia al anejo que la sustenta.

I. Conocimiento de la alegación de ERock sobre uso no autorizado de su nombre y firma

El 3PPO tuvo conocimiento de esta alegación el 17 de junio de 2026, fecha en que recibió comunicación formal de la representación legal de ERock, Inc. El asunto fue referido de inmediato para revisión, la cual incluyó entrevistas con las partes involucradas y el examen de documentos corporativos públicos que reflejan una distinción entre ERock, Inc. y Enchanted Rock, LLC, subsidiaria de la primera.

Sustento: Anejo A (Memo de Cronología y Diligencia del 3PPO); Anejo B (documentos corporativos públicos de ERock, Inc. sometidos ante la Securities and Exchange Commission).

II. Participación legítima de Enchanted Rock en el consorcio adjudicado

El expediente del proceso competitivo refleja que Enchanted Rock participó desde las etapas iniciales del RFP como integrante del consorcio junto con Power Expectations LLC y Reyes Construction, incluyendo la presentación de información financiera y de experiencia evaluada como parte de la capacidad técnica y económica del consorcio. La controversia posterior entre Power Expectations LLC y Enchanted Rock

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LLC/ERock, Inc. sobre el alcance de las facultades de representación al momento de la firma no altera dicho expediente.

Sustento: Anejo A. (El expediente de sometimientos propietarios del RFP se mantiene disponible en el archivo del 3PPO y no se aneja por su carácter confidencial dentro del proceso competitivo.)

III. Identidad del signatario "Jhoby Weaks"

El 3PPO confirma que, al recibirse la comunicación del 17 de junio, se inició la verificación correspondiente. Dicha verificación permitió constatar que la persona identificada en el contrato había estado vinculada al equipo del consorcio de Power Expectations, Enchanted Rock y Reyes Construction en gestiones relacionadas con Puerto Rico.

Sustento: Anejo A; Anejo D (página de firma del PPOA ejecutado el 10 de junio de 2026).

IV. Implicaciones para la validez del consorcio y el cumplimiento contractual

La alegación de ERock constituye un asunto que requiere revisión continua. Independientemente de su resultado, la Autoridad de Energía Eléctrica de Puerto Rico (AEE) evaluó y autorizó, conforme a las disposiciones contractuales aplicables, la sustitución de Enchanted Rock por Flotek Industries, atendiendo así la continuidad de la ejecución del proyecto sin prejuzgar la disputa privada entre las partes.

Sustento: Anejo E (Assignment and Assumption Agreement, suscrito el 12 de junio de 2026 y consentido por PREPA el 31 de julio de 2026).

V. Verificación independiente instruida por el 3PPO

Desde el 17 de junio de 2026, el 3PPO ha mantenido una revisión activa de las representaciones, documentos y circunstancias relacionadas con la participación de Enchanted Rock en el proceso competitivo, incluyendo entrevistas con las partes involucradas y el análisis de la documentación sometida durante el RFP y la ejecución del contrato. Dicha revisión continúa.

Sustento: Anejo A.

Nota sobre el expediente

Ciertos documentos relacionados con esta controversia —incluyendo la comunicación cursada por la representación legal de ERock, Inc. el 17 de junio de 2026, el Memorando de Entendimiento del 19 de marzo de 2025 entre Enchanted Rock LLC y Power Expectations LLC, y las notas de las entrevistas realizadas por el 3PPO— se mantienen en el expediente confidencial de la Oficina y no se anejan al presente reporte. Dichos documentos contienen alegaciones y posiciones contrapuestas entre partes privadas cuya controversia se encuentra activa y no resuelta; su divulgación en esta etapa podría prejuzgar dicha disputa o comprometer la posición del Gobierno en cuanto a los remedios contractuales que

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pudieran corresponder. El 3PPO los mantiene disponibles para las autoridades competentes o el foro correspondiente, de ser requerido.

La posición del 3PPO se mantiene inequívoca: cualquier evidencia que confirme fraude, falsificación de documentos u otra conducta ilegal en el proceso de contratación pública será referida a las autoridades competentes, y se adoptarán las medidas contractuales necesarias para proteger a la AEE, el interés público y la ejecución del proyecto.

Respetuosamente sometido,



Osvaldo Carlo Linares
Senior Regulatory Compliance Officer
Third-Party Procurement Office (3PPO)