

2015-P00036E
COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

FIFTH AMENDMENT
PROFESSIONAL SERVICES AGREEMENT

APPEAR

AS FIRST PARTY: THE PUERTO RICO ELECTRIC POWER AUTHORITY, a public corporation and government instrumentality of the Commonwealth of Puerto Rico created by Act No. 83 of May 2, 1941, as amended, represented in this act by its Executive Director, Javier A. Quintana Méndez, legal age, married, professional engineer, and resident of Guaynabo, Puerto Rico (hereinafter referred to as "PREPA").

AS SECOND PARTY: ALIXPARTNERS INTERNATIONAL, INC., a corporation organized and existing under the laws of the state of Delaware, United States of America, herein represented in this act by Lisa J. Donahue, Managing Director, of legal age, and resident of the State of New York, whose authority of representation is evidenced by corporate resolution (hereinafter referred to as AlixPartners).

WITNESSETH

WHEREAS, PREPA and AlixPartners entered into a Professional Services Agreement (Agreement) on September 15, 2014 for the services of a Chief Restructuring Officer to aid PREPA in its restructuring process;

WHEREAS, the Parties executed the First and Second Amendments to the Agreement on April 15, 2015 and July 15, 2015, respectively. In virtue of said amendments the parties extended the term of the Agreement (Agreement Period), increased the amount to be paid for services rendered (Agreement Amount), increased the amount of hours for services to be rendered, and amended certain details regarding reimbursable expenses.

WHEREAS, after the execution of the First Amendment the maximum amount to be paid under the Agreement, including the Reimbursable Expenses, increased from Nine Million Seven Hundred Fourteen Thousand Six Hundred Dollars (\$9,714,600) to Fourteen Million Two Hundred and Two Thousand Dollars (\$14,202,000), and according to the Second Amendment, it was increased to Twenty One Million Seven Hundred Eighty Thousand and Six Hundred Dollars (\$21,780,600);

WHEREAS, through the Third Amendment executed on November 13, 2015, the Parties corrected the maximum amount to be paid under the Agreement. Pursuant to such Third Amendment, the corrected total amount, including the Reimbursable Expenses, was Twenty Two Million One Hundred Thirteen Thousand Dollars (\$22,113,000). The parties also agreed to change the monthly payment from One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) to an amount not to exceed One Million Eight Hundred Thirty One Thousand and Two Hundred Fifty Dollars (\$1,831,250).

WHEREAS, after the execution of the Fourth Amendment executed on November 13, 2015, the Agreement Period was extended for an additional term of four (4) months, from November 16, 2015 to March 15, 2016 and the Agreement Amount to be paid under the Agreement was increased to Twenty Seven Million Seven Hundred Fifty Nine Thousand Dollars (\$27,759,000), excluding Reimbursable Expenses.

WHEREAS, through the Fourth Amendment the parties also agreed to amend the FIFTH clause of the Agreement to change the monthly payment from One Million Eight Hundred Thirty One Thousand Two Hundred Fifty dollars (\$1,831,250) to an amount not to exceed One Million Eight Hundred Twenty One Thousand Dollars (\$1,821,000).

WHEREAS, as per the terms agreed upon to by the parties in the Fourth Amendment the NINTH clause was also amended to establish that the Executive Director of PREPA, or his designated representative, shall be responsible for giving the notice to proceed for each work stream to be performed under the Agreement.

WHEREAS, due to the nature and status of the restructuring process, the discussions with the PREPA creditors, and the implementation of the covenants agreed to by all parties to the Restructuring Support Agreement, it has been determined by the PREPA Governing Board that it is necessary to extend the term of the Agreement.

NOW, THEREFORE, being each party empowered to enter into this Fifth Amendment and perform their obligations hereunder in consideration of the premises and mutual covenants contained herein, PREPA and AlixPartners agree to enter into this Fifth Amendment under the following:

TERMS AND CONDITIONS

FIRST: PREPA and AlixPartners agree to amend the SECOND clause of the Agreement in order to extend the Agreement Period for an additional term of five (5) months, from March 16, 2016 to August 15, 2016.

SECOND: PREPA and AlixPartners agree to amend the THIRD clause of the Agreement, in order to increase the Agreement Amount to be paid under the Agreement by an additional amount of Nine Million One Hundred and Five Thousand Dollars (\$9,105,000), which increases the Agreement Amount from Twenty Seven Million Seven Hundred Fifty Nine Thousand Dollars (\$27,759,000) to Thirty Six Million Eight Hundred Sixty Four Thousand Dollars (\$36,864,000), excluding Reimbursable Expenses. This additional amount responds to an increase of Twelve Thousand (12,000) hours of service that shall be provided by AlixPartners under the extended Agreement Period.

THIRD: PREPA and AlixPartners agree that the FIFTH clause of the Agreement shall remain as amended by the Fourth Amendment and the monthly payment under this Fifth Amendment shall not exceed One Million Eight Hundred Twenty One Thousand Dollars (\$1,821,000).

FOURTH: All other terms and conditions of the Agreement, as amended, not affected by this Fifth Amendment, shall remain in full force and effect.

15 IN WITNESS THEREOF, the parties sign this Fifth Amendment as of the day of March, 2016.

PUERTO RICO ELECTRIC
POWER AUTHORITY

ALIXPARTNERS INTERNATIONAL, INC.

By: _____

Name: Javier A. Quintana Méndez
Title: Executive Director

By: _____

Name: Lisa J. Donahue
Title: Managing Director

Handwritten initials/signature