

**PUERTO RICO ELECTRIC POWER AUTHORITY**

**FOURTH AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
2018-P 00151 D**

**APPEAR**

AS FIRST PARTY: The Puerto Rico Electric Power Authority (“PREPA”), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act of May 2, 1941, No. 83, as amended, represented in this act by its Chief Executive Officer/Executive Director mister José F. Ortiz Vázquez, of legal age, married, engineer, and resident of San Juan, Puerto Rico.-----  
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AS SECOND PARTY: Sargent & Lundy, L.L.C. (“The Consultant”), a limited liability company organized and existing under the laws of the State of Illinois, United States of America, authorized to do business in Puerto Rico with the authority to enter into this Amendment by virtue of Corporate Resolution, represented in this act by its Vice President, Matthew R. Thibodeau, of legal age, and resident of Illinois, United States of America, by virtue of the Power of Authority dated March 5, 2018, signed by Michael E. Helminiski, Executive Vice President and Secretary.-----

PREPA and the Consultant are individually referred to herein as a “Party” and together as the “Parties”.-----

**STATE**

WHEREAS: The appearing Parties executed Professional Services Agreement number 2018-P000151 (“Agreement”) on March 20, 2018, for a maximum amount of two hundred and fifty thousand dollars (\$250,000) plus eight percent (8%) for

*MIZT*

reimbursable expenses, to provide PREPA professional services and financial consulting services, including expert testimony services related to the electric system owned by PREPA.-----

WHEREAS: On June 29, 2018 the Parties executed Amendment No. 1 to correctly appoint the hourly rates to be paid for the services and on June, 30, 2018, the Parties executed Amendment No. 2 to extend the term of the agreement until July 31, 2018.-----

WHEREAS: On Julye 25, 2018 the Parties executed Amendment No. 3 to incorporate to the Scope of Services all work necessary to perform a depreciation study that would cover the period from June 30, 2016 to June 30, 2017 for an estimated cost of one hundred twenty four thousand dollars(\$124,000).-----

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WHEREAS: The Parties wish to correct the period of the depreciation study, which was incorrectly stated in the Third Amendment.-----  
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THEREFORE: The Parties hereby agree, to amend theContract, as follows:

1. The Parties execute this amendment with the sole purpose of correcting the period of the depreciation study mentioned in the last paragraph of Article 1.-----

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2. Said paragraph shall state:-----

“A report summarizing the findings, results and recommendations in accordance with Generally Accepted Accounting Principles (GAAP) will be prepared for the period from **June 30, 2016 through June 30, 2018**”.

*MRT*

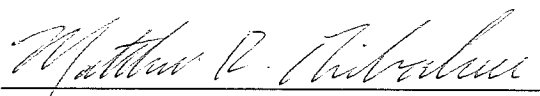
- 3. All other terms and conditions, established in the Agreement remain unaltered-----  
and fully enforceable.-----
- 4. This constitutes the full agreement between the appearing Parties under this  
Fourth Amendment and so is hereby ratified.-----

In WITNESS THEREOF, the Parties hereto have agreed to execute this Fourth  
Amendment in San Juan, Puerto Rico, on this 3 day of october, 2018.-----

Puerto Rico Electric Power Authority

Sargent & Lundy, L.L.C.

  
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José F. Ortiz Vázquez  
Chief Executive Officer

  
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Matthew R. Thibodeau  
Vice President

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