

**COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY**

FOURTH AMENDMENT

**PROFESSIONAL SERVICE CONTRACT
2019-P00001 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 83 of May 2, 1941, as amended, represented in this act by its Chief Executive Officer/Executive Director, José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico. -----

AS SECOND PARTY: Willis Towers Watson CAC, Inc., including his Forensic Accounting and Complex Claims Unit, (WTW-FACC) (Contractor), a corporation organized and existing under the laws of the state of New York, United States of America, with offices at 1450 Brickell Avenue, Suite 1600, Miami Florida, herein represented by its Head of Facultative, Head of Central America and Caribbean, mister Antonio R. Matta II of legal age, of legal age, married, executive and a resident of Miami Dade County in the State of Florida, duly authorized to appear in representation of the Contractor by Resolution dated November 8, 2018 . -----

Both PREPA and Contractor are herein individually referred to as a "Party" and collectively referred to as "the Parties". -----

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WITNESSETH

In consideration of the mutual covenants and agreements contained in this Amendment, hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows: -----

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WHEREAS: The appearing Parties executed the Professional Services Contract 2019-P00001 (Contract) on July 3, 2018, with a maximum amount of four hundred ninety-five thousand dollars (\$495,000) (Contract Amount) and effective until February 28, 2019. Through this Contract, the Contractor provides his experts services, in forensic accounting and claims preparation, to support PREPA's personnel and key advisors in the formulation of PREPA's claims as a result of Hurricane María. Also, the Contractor assists PREPA in quantifying and preparing claims packages for property damage, inventory and contents and business income losses, among others. --

WHEREAS: On February 26, 2019, PREPA and Contractor executed the First Amendment to the Contract to extend its term until June 30, 2019. -----

WHEREAS: On March 27, 2019, PREPA's Governing Board approved Resolution 4692 authorizing the Second Amendment of the Contract to increase its amount by two hundred twenty-five thousand dollars (\$225,000) for a total Contract Amount of seven hundred twenty thousand dollars (\$720,000). On April 12, 2019, the Parties executed the Second Amendment to the Contract. -----

WHEREAS: On June 30, 2019, the Parties executed the Third Amendment to the Contract to extend its term for Fiscal Year 2019-2020 (from July 1, 2019 to June 30, 2020)

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with an increase in the Contract Amount of four hundred ninety-five thousand dollars (\$495,000) for a total Contract Amount of one million two hundred fifteen thousand dollars (\$1,215,000). -----

WHEREAS: These tasks require a significant technical work in order to assist PREPA in performing an adequate integration of PREPA's insurance claims and the Federal Emergency Management Agency's (FEMA) claims. Although PREPA has already provided and submitted substantial amount of information, there is still extensive documentation needed from PREPA to comply with all the Requests for Information (RFI) submitted by PREPA's insurers. An extensive number of documents has been analyzed and reviewed by the Contractor, and there are still substations and buildings that need to be inspected. -----

WHEREAS: PREPA's Finance Directorate, recommends a Fourth Amendment to the Contract to increase its amount by four hundred sixty-nine thousand five hundred thirty-nine dollars (\$469,539) for a total Contract Amount of one million six hundred eighty-four thousand five hundred thirty-nine dollars (\$1,684,539). On April 29, 2020, PREPA's Governing Board approved Resolution 4780 authorizing the Fourth Amendment of the Contract. -----

THEREFORE: In order to continue receiving the Contractor's services the appearing Parties hereby agree to enter into this Fourth Amendment under the following: -----

TERMS AND CONDITIONS

FIRST: The Parties agree to amend Article III (Compensation and Payment) of the Contract, to increase its amount by four hundred sixty-nine thousand five hundred

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thirty-nine dollars (\$469,539) for a total Contract Amount of one million six hundred eight- four thousand five hundred thirty-nine dollars (\$1,684,539) until June 30, 2020. The payments to be made under this Amendment for Fiscal Year 2019-2020, will be charged to account 01-1747-17556-550-152. -----

The remaining sentences and paragraphs of the Article III of the Contract, not affected by this amendment shall remain unaltered and fully enforceable. -----

SECOND: As for the original Contract, Contractor will continue to comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. , Act 237-2004, as amended, which establishes uniform contracting requirements for professional services. -----

A. Contractor shall provide, and with his signature certify, at the execution date of this Fourth Amendment, the following documents or statements, as applicable: -----

- Sworn Statement in compliance with requirements established in Circular Letter No. 1300-16-16 of Puerto Rico Treasury Department certifying that, under penalty of perjury, Contractor does not have tax liability in Puerto Rico and the execution of the Contract will not result in Contractor being engaged in trade or business in Puerto Rico. -----
- Contractor hereby certifies that it is not duty bound to pay child support, or if so, that Contractor is up to date or has a payment plan to such effects. As evidence thereof, Contractor has delivered to PREPA a certification issued by the Puerto Rico Child Support Administration (Administración para el Sustento de

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Menores (ASUME)) certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME. -----

- Certificate of Incorporation or Certificate of Organization or Certificate of Authorization; and Good Standing Certificate. -----
- In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., the Contractor will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract. -----
- The Contractor will certify compliance with Act No. 1 of January 3, 2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which stipulates that no employee or executive of PREPA nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government. 3 L.P.R.A. § 8611 et seq.-----
- The Contractor will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act No. 168-2000, as amended, the same is current and in all aspects in compliance. Act No. 168-2000

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“Law for the Strengthening of the Family Support and Livelihood of Elderly People”,
3 L.P.R.A. § 8611 et seq. -----

- B. Payment for services object of this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law Number 18 of October 30, 1975, as amended. -----
- C. Dispensation: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record.-----
- D. Rules of Professional Ethics: The Contractor acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions. -----
- E. Prohibition with respect to execution by public officers: (3 L.P.R.A. § 8615(c)) -----
No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office. -----
- F. Prohibition with respect to contracting with officers or employees: (3 L.P.R.A. § 8615(d))
No executive agency may execute a contract in which any of its officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding office, unless the Governor gives

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authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice. -----

G. Prohibition with respect to contracts with officers and employees of other Government entities: (3 L.P.R.A. § 8615(e)) -----

No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice. ----

H. Prohibition with respect to evaluation and approval by public officers: (3 L.P.R.A. § 8615(f)) -----

No public officer or employee who has the power to approve or authorize contracts shall evaluate, consider, approve or authorize any contract between an executive agency and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office. -----

I. Prohibition with respect to execution by public officers' contracts with former public officers: (3 L.P.R.A. § 8615(h)) -----

No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such. -----

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Consequences of Non-Compliance

Contractor expressly agrees that the conditions outlined throughout this Section are essential requirements of the Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render the Contract null and void. -----

THIRD: Contractor hereby agrees to comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico. -----

Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.-----

PREPA shall have the right to terminate this Contract in the event Contractor is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes

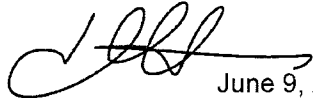
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typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.-----

FOURTH: The Parties agree that all other terms, conditions, specifications, stipulations, insurances, and requirements established in the Contract shall remain unaltered and fully enforceable. -----

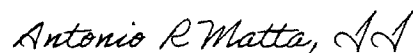
In WITNESS WHEREOF, the Parties hereto have agreed to execute this Fourth Amendment to the Contract in San Juan, Puerto Rico, on this 12 day of May, 2020. -----

Puerto Rico Electric Power Authority


June 9, 2020

José F. Ortiz Vázquez
Chief Executive Officer

Willis Towers Watson CAC, Inc.



Antonio R. Matta II
Head of Facultative/Head of Central

ELECTRONIC SIGNATURES APPEAR IN CONTRACT IN BLACK