


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

**PROFESSIONAL SERVICE CONTRACT
FIRST AMENDMENT**

CONTRACT NO. 2019-P00003 A

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: Corretjer, LLC (Contractor), a professional service corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with offices at Hato Rey, Puerto Rico, herein represented by its Managing Member, Eduardo J. Corretjer Reyes, of legal age, married, attorney and a resident of Guaynabo, Puerto Rico, duly authorized to appear in representation of the Contractor by Resolution dated April 24, 2019.

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

WITNESSETH

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

STATE

WHEREAS: The appearing Parties executed Professional Services Contract number 2019-P00003 (Contract) on July 13, 2018, with a maximum amount of five hundred thousand dollars (\$500,000) and effective until June 30, 2019. Through this Contract, the Contractor provides PREPA legal representation in administrative proceedings, arbitration, mediation, contract and settlement negotiations, labor and employments claims and litigation in federal and state forums.


WHEREAS: Article IV of the Contract contemplates an eight percent (8%) of the contract amount for reimbursable expenses, including third-party services necessary to support the services provided by the Contractor and provided exclusively for the benefit of PREPA.

WHEREAS: Contractor provides PREPA legal representation on various cases. One of those cases assigned to the Contractor is Abengoa Puerto Rico S.E. v. Autoridad de Energía Eléctrica de Puerto Rico, Civil No. KAC2000-2759 (Abengoa Trial). The Abengoa Trial was separated into two phases: liability and damages. The liability phase is almost complete.

WHEREAS: Due to the complexity of the Abengoa Trial, the Contractor, during the litigation of the case and in the best interests of PREPA, has incurred in certain expenses, such as: depositions, trial transcripts, translators, and expert witness, among others. Even though those expenses have been carefully monitored by PREPA's Litigation Division, the amount is close to reach the eight percent cap for reimbursable expenses.

WHEREAS: It is necessary, in order for the Contractor to retain the expert witnesses and litigation support services for the case, to increase the maximum amount of the Contract by one hundred fifty thousand dollars (\$150,000), including reimbursable expenses.

WHEREAS: The Parties wish to eliminate the eight percent cap for reimbursable expenses after considering the complexity of the Abengoa Trial and the necessity of specialized expert witness testimonies and litigation support services.

 WHEREAS: On April 23, 2019, PREPA's Governing Board, by Resolution No. 4698 authorized the First Amendment to the Contract in order to increase its amount by one hundred fifty thousand dollars (\$150,000), from five hundred thousand dollars (\$500,000) to six hundred fifty thousand dollars (\$650,000), and eliminate the eight percent cap for reimbursable expenses established in the Contract.

THEREFORE: The appearing Parties hereby agree to enter into this First Amendment under the following:

TERMS AND CONDITIONS

FIRST: In accordance with Article III. Compensation and Payment, the Parties agree to increase the Contract Amount by one hundred fifty thousand dollars (\$150,000), from five hundred thousand dollars (\$500,000) to six hundred fifty thousand dollars (\$650,000), including reimbursable expenses. The payments to be made under this Contract will be charged to account number 01-4019-92311-556-615.

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

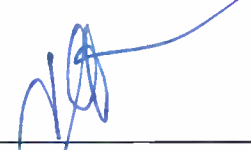
SECOND: Amend Article IV, Reimbursable Expenses, to eliminate the eight percent cap and to authorize the reimbursement of the expenses of third-party services indispensable for the case Abengoa Trial, which include: expert witnesses in environmental permitting and design, services of stenographer, translators, interpreters, among others.

THIRD: Payment for services object of this Contract will not be made until this First Amendment of the Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law No. 18 of October 30, 1975, as amended.

FOURTH: 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.

FIFTH: All other terms and conditions, specifications, stipulations, insurances, and requirements established in the Contract, as amended, shall remain unaltered and fully enforceable.

In WITNESS WHEREOF, the Parties hereto have agreed to execute this First Amendment in San Juan, Puerto Rico, on this 3 day of ^{May}~~April~~ 2019.



José F. Ortiz Vázquez
Chief Executive Officer
Puerto Rico Electric Power Authority
Tax ID: 660-43-3747



Eduardo J. Corretjer Reyes
Partner
Corretjer, LLC
Tax ID: 660-84-9912