

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY
**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
2019-P00126 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 No. 83 of May 2, 1941, as amended (Act 83), 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: King & Spalding, LLP ("King & Spalding"), a limited liability partnership formed and existing under the laws of the State of Georgia, United States of America, with a place of business at 1700 Pennsylvania Ave., NW, Washington, DC 20006, herein represented by Steven M. Kupka, who has authority to enter into this agreement by virtue of his position as a King & Spalding partner. -----

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Both PREPA and King & Spalding are herein individually referred to as a Party and collectively referred to as the Parties. -----

-----WITNESSETH-----

WHEREAS, PREPA, by virtue of Act 83 has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs and operations of PREPA;-----

WHEREAS: The appearing Parties executed Professional Services Agreement 2019-P00126 (Agreement) on June 28, 2019, to provide advise and assist PREPA as

its outside counsel in connection with legal issues arising from: PREPA's ongoing restructuring, strategic, and operational needs, PREPA's ongoing regulatory matters, all regulatory aspects of the restructuring and/or transformation of PREPA and the electric energy sector in Puerto Rico, among others. The Agreement have a maximum amount of seven million five hundred thousand dollars (\$7,500,000), including reimbursable expenses (the "Agreement Amount") through June 30, 2020. -----

WHEREAS: PREPA sized the budget of the Agreement based on King & Spalding's annual budget for previous Fiscal Year 2019-2020. However, King & Spalding only performed work during the previous Fiscal Year for eight (8) consecutive months (November 2018 through June 2019), while King & Spalding will work for twelve (12) consecutive months this Fiscal Year. -----

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WHEREAS: In order to continue receiving King & Spalding services without interruption until June 30, 2020, the PMO requests an increase in the Agreement Amount of \$2 million for a maximum Agreement Amount of \$9,500,000. The approval of this budget increase will allow PREPA to continue without interruption with King & Spalding legal support of strategically important activities. -----

WHEREAS: On May 28, 2020, PREPA's Governing Board through Resolution 4786 approved the execution of this First Amendment. -----

THEREFORE: In order to continue receiving the King & Spalding's services the Parties hereby agree to enter into this First Amendment under the following: -----

-----TERMS AND CONDITIONS-----

FIRST: The Parties agree to amend Article 6, Payment, to increase the Agreement Amount by two million (\$2,000,000) until June 30, 2020. The Parties recognize that the total Agreement Amount will be nine million five hundred thousand dollars (\$9,500,000). The remaining language of Article 6, as amended, shall remain unaltered and fully enforceable. -----

All payments performed under this Amendment will be charged to PREPA's budget account number 01-4019-92319-556-673. -----

SECOND: As for the original Agreement, King & Spalding 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. Particularly, Act 237-2004, as amended, which establishes uniform contracting requirements for professional services. -----

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King & Spalding shall provide the following documents: -----

1. Certificate issued by the Treasury Department of Puerto Rico which indicates that King & Spalding does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. ---
2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that King & Spalding has filed his Income Tax Return for the last five (5) tax years. -----


3. Certificate issued by the Municipal Revenues Collection Center (MRCC), demonstrating that King & Spalding does not owe any tax. -----
4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that King & Spalding has filed the Personal Property Tax Return to such governmental agency. -----
5. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that King & Spalding has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
6. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that King & Spalding has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (social security for chauffeurs), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
7. Certificate issued by the Puerto Rico Child Support Administration (ASUME) assuring that King & Spalding is in compliance with the collection of child support payments. -----
8. A copy of the Merchant Registration Certificate. -----

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9. Puerto Rico Sales and Use Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that King & Spalding is in compliance with it. -----

10. Good Standing Certificate issued by the State Department of Puerto Rico. -----

Consequences of Non-Compliance

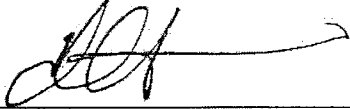
 King & Spalding expressly agrees that the conditions outlined throughout this article are essential requirements of the Amendment. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render the Agreement null and void. If any of the certifications listed in this Article shows a debt, and King & Spalding has requested a review or adjustment of this debt, King & Spalding hereby certifies that it has made such request at the time of the Amendment execution. If the requested review or adjustment is denied and such determination is final, King & Spalding will provide, immediately, to PREPA a proof of payment of this debt; otherwise, King & Spalding accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. -----

THIRD: King & Spalding understands and agrees that PREPA is prohibited to process any payment under the Agreement until the enumerated certifications are submitted to PREPA. -----

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

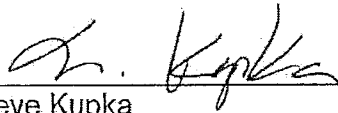
In WITNESS WHEREOF, the Parties hereto have agreed to execute this First Amendment to the Agreement in San Juan, Puerto Rico, on this 26th day of June, 2020.

Puerto Rico Electric Power Authority



José F. Ortiz Vázquez
Chief Executive Officer

King & Spalding, LLP



Steve Kupka
Partner