

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

-----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: Greenberg Traurig, LLP ("Greenberg"), a limited liability partnership formed and existing under the laws of the State of New York, United States of America, with a principal place of business at 200 Park Avenue, New York, NY 10066, herein represented by Timothy C. Bass, Shareholder, of legal age, married, and resident of Potomac, Maryland, who has authority to enter into this Agreement by virtue of Greenberg's Shareholder and Operating Agreements. -----

Both PREPA and Greenberg 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, PREPA desires to enter into this Professional Services Agreement ("Agreement") with Greenberg for the performance of the Services; -----

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WHEREAS, Greenberg hereby certifies that it is ready, willing and able to provide the Services pursuant to the terms and conditions set forth herein; -----

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, hereinafter stated, the Parties agree themselves, their personal representatives, and successors to enter into this Agreement under the following: -----

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

Article 1. Scope of Services

1.1 Greenberg will advise and assist PREPA as its outside counsel in connection with legal issues arising from PREPA's ongoing restructuring and operational needs including, but not limited to, hurricane and corresponding relief efforts, PREPA's emergency and power restoration contract procurement practices, FEMA reimbursements, audit(s) by the Office of Inspector General for the United States, internal investigations, assisting in pending and future litigation proceedings as needed, supporting the transformation processes as needed, and other matters as requested by PREPA (the "Services"). -----

1.2 At the direction of PREPA, Greenberg may be required to work with other consulting, legal, investment, or other type of firms. The Parties agree to discuss such assignment in advance, so that all the Parties have a clear understanding as to their responsibilities. Greenberg is not responsible for worked performed by others. -----

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Article 2. Services Coordination

All the Services of Greenberg in relation to the terms and conditions of this Agreement will be coordinated through PREPA's Restructuring and Fiscal Affairs Administrators or the person delegated by him. -----

Article 3. Agreement Assignment or Subcontract

Greenberg shall not assign nor subcontract its rights and obligations under this Agreement, except in the event PREPA gives written authorization for such actions. Provided, that no subcontract shall be considered for PREPA's approval, except when the following requirements are met: (1) Greenberg delivers to PREPA a copy of the subcontract, not less than thirty (30) days prior to the effective date of the proposed subcontract; (2) the subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume Greenberg's rights under the subcontract, in the event that PREPA declares Greenberg in breach or default of any of the Agreement terms and conditions; and (3) the subcontract includes, as a condition for its validity and enforceability, a provision establishing for the subcontractor the obligation to comply with all Greenberg's obligations under the Agreement (*mirror image clause*), except for such obligations, terms and conditions which exclusively related with works or services not included under the subcontract. A request to subcontract shall specify the issues or matters that will be referred to the subcontractor. These services shall be paid as part of the Agreement Amount, as stated in Article 6, Payment. -----

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Article 4. Agreement Term

This Agreement shall be in effect from the date of its execution until June 30, 2020 (the “Agreement Period”). The Agreement may be extended, for an additional annual fiscal period, at the exclusive option of PREPA and subject to the availability of funds, only by written amendment agreed upon by both Parties. -----

Article 5. Agreement Termination

5.1 Either Party shall have the right to terminate this Agreement, at any moment, by providing the other Party a thirty (30) days prior written notice by registered mail, return receipt requested, or overnight express mail to Greenberg. If notice is given, the Agreement shall terminate upon the expiration of the thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Agreement. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) day notice period. Greenberg shall have no further right to compensation except for what has been accrued for services rendered and expenses incurred under the Agreement until said date of effective termination.-----

5.2 PREPA shall have the right to terminate this Agreement immediately in the event of negligence, dereliction of duties or noncompliance by Greenberg, without prior written notice. -----

5.3 The Parties acknowledge that PREPA is undergoing a transformation process, and therefore, both Parties agree that in the eventuality of the execution of a

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Partnership Contract, Sale Contract or any other PREPA Transaction (as these terms are defined in Act 120-2018), PREPA may sell, assign, convey, transfer, pledge, mortgage, sublease, delegate, hypothecate, or otherwise dispose (each, a “Transfer”) any of its rights, title, or interest in this Agreement as permitted by applicable law and at any time, and without Greenberg’s consent or cost, expense or incremental liability to PREPA, to any future operator of Puerto Rico’s electric power transmission and distribution system or any of its affiliates, or to any governmental agency, body, public corporation or municipality of Puerto Rico; provided, that PREPA shall notify Greenberg no later than thirty (30) days before the effective date of any such Transfer.-----

Greenberg acknowledges that all its responsibilities and obligations under the Agreement, such as work to be performed and services to be provided, etc., will continue in full force and effect until the expiration of the thirty (30) day period. -----

Article 6. Payment

6.1 In accordance with the terms and conditions contained herein, PREPA agrees and Greenberg accepts that the total amount to be paid under the Agreement shall not exceed a cumulative amount of four hundred fifty thousand dollars (\$450,000), including reimbursable expenses (the “Agreement Amount”). All payments to be made under this Agreement will be charged to account 01-4019-92319-556-673. PREPA will only pay for Services already rendered before the submitted invoice

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date. PREPA will not be required to make advance payments for any future service to be rendered by Greenberg under the Agreement. -----

6.2 Nothing herein shall preclude the Parties from agreeing to increase said amount in writing and signed by both Parties. -----

PREPA will pay Greenberg for the Services according to the hourly rates established in Appendix A. Appendix A attached hereto provides a schedule of the attorneys assigned to this matter. Should Greenberg assign another person not included in Appendix A hereto to attend to PREPA's matters pursuant to this Agreement, Greenberg shall promptly send PREPA an amended schedule to include such person's name and/or position, and request approval from PREPA for such amended schedule. Such approval from PREPA shall not be unreasonably withheld.

6.3 Greenberg shall immediately notify PREPA when the billing under the Agreement amounts seventy-five percent (75%) of the Agreement Amount. Once this notification has been issued, Greenberg, in coordination with PREPA, will ensure that no services will be rendered in excess of the Agreement Amount, except that a written amendment is agreed upon by both Parties. In addition, Greenberg shall present an itemized list of the remaining billable Services under the Agreement.----

Article 7. Fees, Expenses and Disbursements

7.1 PREPA should not be billed for (a) time spent in processing conflict searches, preparing billing statements, or in responding to PREPA inquiries concerning Greenberg's invoices; or (b) travel time during which Greenberg is billing another

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client for work performed while traveling. Moreover, PREPA requires that only professional services be billed. Accordingly, PREPA should not be billed for the administrative tasks of creating, organizing, reviewing and/or updating files; routine or periodic status reports; receiving, reviewing, and/or distributing mail; faxing or copying documents; checking electronic mail or converting information to disk. -----

7.2 PREPA will reimburse Greenberg for actual costs and expenses related to matters assigned to Greenberg and for necessary and reasonable out-of-pocket disbursements, subject to the limitations and exceptions set forth below. Greenberg is expected to have a system in place that ensures those who bill time and disbursements to PREPA matters do so promptly and accurately. -----

7.3 PREPA will not reimburse Greenberg for: (a) costs included in a 'miscellaneous' or 'other' category of charges; (b) overhead costs and expenses-such as those relating to fees for time or overtime expended by support staff (secretaries, administrative/clerical personnel, internal messengers, and other similar services), word processing and/or proofreading, cost of supplies or equipment, and/or other similar costs of doing business; (f) time spent attending education seminars or training programs; or (h) mark-ups or surcharges on any cost or expense. In addition, if communications are sent to PREPA using more than one medium, PREPA does not expect to pay for the cost of both communications. For instance, if a piece of correspondence is sent to PREPA by email, we do not expect to pay for the cost of that same correspondence if it is also sent via regular or expedited mail.

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7.4 PREPA will reimburse Greenberg for separately itemized expenses and disbursements in the following categories: -----

7.4.1 Messenger/courier service – PREPA will reimburse actual charges billed to Greenberg for deliveries (including overnight deliveries) where this level of service is required because of time constraints imposed by PREPA or because of the need for reliability given the nature of the items being transported. Appropriate summaries of messenger/courier expenses must reflect the date and cost of the service and the identity of the sender and the recipient or the points of transportation. -----

7.4.2 Travel – PREPA will reimburse actual charges for transportation and hotels reasonable and necessary for effective services to PREPA. PREPA will not pay for any first-class or business-class travel. Summaries of transportation expenses should reflect the identity of the user, the date and amount of each specific cost, and the points of travel. Summaries of lodging and meals expenses should include the identity of the person making the expenditure, the date and amount, and the nature of the expenditure. -----

Travel expenses reimbursement applies for personnel providing the services to PREPA, travel expenses for family members or guests are not chargeable to PREPA or reimbursable. -----

7.4.3 Air Travel- The cost of air travel will be reimbursed up to an amount of \$500 per person per flight (including: seat assignment, applicable taxes, and other

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applicable fees). Greenberg shall submit a copy of the airline ticket and paid invoice. Airfare may only be invoiced following completion of travel. -----

Airfare necessary to attend PREPA's official business will be paid by PREPA according to these guidelines. Greenberg shall buy an economic class ticket or equivalent, then if desired, he/she may upgrade, but PREPA will only pay the amount corresponding to the economy class or equivalent airfare. Baggage fees will not be reimbursed. -----

Any travel and lodging expense for which a reimbursement is requested shall be reasonable and necessary, and any extraordinary travel and lodging expenses shall be authorized in writing and in advance by PREPA.--

7.4.4 Maximum Per Diem Rates (no proof of payment will be required): -----

Meals: - \$57 per person for each traveling day for persons working "on-site" at PREPA. Under no circumstances PREPA will reimburse alcoholic beverages. -----

Lodging (standard not smoking room): - \$200 per person, per night not including government fees and taxes. Greenberg will use the most economical alternative of lodging, including temporary rentals of apartments or rooms (Airbnb like rentals). For travel period longer than five days, temporary rentals shall be coordinated when this temporary rental is less expensive than hotel accommodation, and evidence of said temporary rental shall be provided. -----

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Ground Transportation: - \$20 per person, per working day. If a car is rented for the services to be provided, a fixed amount of \$25 per day will be reimbursed for parking expenses, upon presentation of evidence of the car rental (no proof of payment will be required).-----

7.4.5 Reimbursable expenses shall not exceed six percent (6%) of the Agreement Price in one year and will be reimbursed by PREPA through the presentation of acceptable evidence for such expenses. This limitation does not apply to expenses related to third-party services necessary for Greenberg to render its Services under the Agreement, given they are previously approved by PREPA. -----

7.4.6 Photocopying/printing – PREPA will reimburse actual charges for outside binding, and printing services and costs of outside photocopying services, which are not to exceed the actual five (5) cents per page for black and white copies, and twenty-five (25) cents per page for color copies. Summaries of expenditures for copying should reflect both the number of copies made and the cost per copy. -----

7.4.7 Third-Party Services – The approval of PREPA must be obtained in writing prior to retaining any third-party services. Greenberg shall be responsible for ensuring that there are no conflicts of interest between any third party and PREPA or between any third-party clients and PREPA. In addition, all arrangements with third-party vendors should include an appropriate

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undertaking of confidentiality and data privacy. Invoices from third-party vendors should be paid directly by Greenberg, incorporated into its invoice to PREPA and should include appropriate detail. Copies of third-party invoices may be requested by PREPA and should be retained in accordance with PREPA's guidelines. -----

7.4.8 PREPA reserves the right to question the charges on any bill (even after payment) and to ask for a discount or refund of those charges that are disputed. At PREPA's request, copies of bills and records reflecting reimbursable expenses must be provided to PREPA. -----

Article 8. Invoices

8.1 Greenberg shall submit its invoices on a monthly basis for the work already performed during the preceding month. Greenberg will provide to PREPA an invoice for each billing period which will include a description of the services rendered and the number of hours spent by each person. The invoice for professional services shall be itemized and must be duly certified by an authorized representative of Greenberg. Greenberg shall allocate any invoiced fees between: (i) activities undertaken outside of Puerto Rico; and (ii) those relating to activities undertaken within Puerto Rico. -----

8.2 PREPA will review the invoices within thirty (30) days upon receipt, and if they are in compliance with the requirements set forth in this Agreement, it will proceed with payment. Payment is due within forty-five (45) days of receipt of the invoice.

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PREPA reserves the right to conduct the audits it deems necessary, and it will not be subject to finance charges regarding invoice payments subject to an audit. -----

8.3 All invoices submitted by Greenberg shall include the following Certification in order to proceed with its payment: -----

No Interest Certification:

"We certify under penalty of nullity that no public servant of PREPA will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the performance of the Services provided is the agreed-upon price that has been negotiated with an authorized representative of the PREPA. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received".

Greenberg's Representative Signature

This is an essential requirement and those invoices without this Certification will not be processed for payment. In order to comply with the certification requirements set forth above, Greenberg shall require that subcontractors, if any approved by PREPA, providing Services also make the certification set forth above in any invoices submitted in connection with the Services. -----

Article 9. Transfer of Funds

9.1 If Greenberg decides to assign or transfer an amount, due or payable, to which he is entitled for services rendered or goods provided during the term of this Agreement, Greenberg shall notify PREPA of such transfer of funds, in accordance to the provisions of Act 21-2012. Said notice shall clearly indicate the rights granted, including a copy of the contract under which the assignment or transfer of

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funds is made, the exact amount of funds to be assigned or transferred, and specific identification information regarding the assignee (full name of the person or company), address and any other contact information.-----

9.2 Greenberg acknowledges and agrees that PREPA may deduct any amount, due or payable under this Agreement, that Greenberg owes; PREPA may retain any said amount if Greenberg fails to fulfill its obligations and responsibilities under this Agreement, or a claim arises for warranty or defects regarding the services rendered or goods provided under this Agreement. Greenberg also acknowledges and agrees that PREPA's payment obligation under any assignment of funds will cease upon payment of the outstanding amounts under this Agreement. PREPA shall not be required to make payments or transfer any funds for an amount that exceeds the payment to which Greenberg is entitled to under this Agreement. -----

9.3 Greenberg shall include with its notice of assignment of funds a cashier's check or money order for two hundred dollars (\$200), payable to "Puerto Rico Electric Power Authority", to cover administrative costs in processing such assignment.-----

Article 10. Information and Material Facts

10.1 PREPA shall promptly provide to Greenberg all information under the control of PREPA and necessary for Greenberg to perform the Services under this Agreement and those material facts that Greenberg may reasonably require in order to provide its Services to PREPA. PREPA will ensure, to the best of its knowledge and belief, that the documents, data, and other information and

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material facts provided to Greenberg, which are under its control, are true and complete, and does not constitute misleading or inaccurate information and Greenberg shall be entitled to rely on the accuracy and completeness of the documents, data, and other information and material facts.-----

10.2 PREPA will advise in writing Greenberg of any developments of which PREPA becomes aware, and which PREPA considers may have a material effect with respect to the information and/or facts provided to Greenberg. -----

Article 11. Information Disclosure and Confidentiality

11.1 The Parties shall take all reasonable steps to keep confidential and use only for the purposes contemplated by the terms of the Agreement the information provided by PREPA and/or Greenberg, and take all reasonable steps to ensure that such information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. -----

11.2 The Parties also agree that, except as agreed to in writing by both Parties, they will not, at any time after termination of this Agreement, disclose any confidential information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports prepared by Greenberg or under its control by reason of its consulting services, and that upon termination of this Agreement each Party will turn over to the other all documents, papers, and other matters in its possession or under its control that relate to the other Party. Greenberg may retain one file copy for its records. -----

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11.3 The term “confidential information” shall include, but not be limited to, all information provided to Greenberg by PREPA or at PREPA’s direction regarding its facilities or operations and any and all information gathered or developed by Greenberg regarding the same. The Parties further agree that proprietary records and documents related to Greenberg’s business operations are confidential to Greenberg and will not be disclosed to PREPA or other parties, except as ordered by the court. The Parties agree that PREPA will resist any attempt by opposing counsel or other parties to obtain Greenberg’s proprietary information. The term “confidential information”, however, will not include information that: -----

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to the receiving Party prior to the date of this Agreement and with respect to which the receiving Party does not have any obligation of confidentiality; or
- (iii) is independently developed by the receiving Party without use of, or reference to, confidential information.

11.4 The Parties acknowledge that disclosure of any confidential information by either Party will give rise to irreparable harm to the injured Party inadequately compensable in damages. Accordingly, either Party may seek and obtain

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injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available.----

11.5 If this Agreement terminates for any reason, Greenberg shall maintain the confidential information in strictest confidence both during the term of this Agreement and subsequent to termination of this Agreement, and shall not during the term of this Agreement or thereafter disclose or divulge to any person, firm, or corporation, or use directly or indirectly, for its own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to PREPA's operations or trade secrets relating to the business or affairs of PREPA which Greenberg may acquire or develop in connection with or as a result of the performance of the Services hereunder. In the event of an actual or threatened breach by Greenberg of the provisions of this paragraph, PREPA shall be entitled to injunctive relief for such breach. Nothing herein shall be construed as prohibiting PREPA from pursuing any other legal remedies available, including the recovery of damages from Greenberg. -----

11.6 The above provisions do not apply with respect to information, which Greenberg is requested to disclose under applicable law and regulations, court order, subpoena or governmental directives, in which case Greenberg shall provide PREPA prompt notice of such request in order to procure for PREPA a reasonable opportunity to oppose such disclosure. Greenberg agrees to

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expeditiously notify and submit to PREPA a copy of any court order or subpoena and to the extent possible provide any assistance to PREPA (in the form of documents) regarding the submission of such information.-----

- 11.7 With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing Party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner and in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement.-----

Article 12. Rights and Titles

- 12.1 Greenberg will submit any reports reasonably required by PREPA regarding the Services performed under this Agreement. If required by PREPA, at the completion of any assigned task, Greenberg will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by PREPA of Greenberg's ethical obligation and responsibility of keeping PREPA informed of the progress of the assigned matters. This obligation includes Greenberg's commitment to preparing and delivering to PREPA's external auditors, in a timely manner, the legal letters periodically requested in connection with pending or threatened litigation, claims and assessments or loss contingencies, as part of the financial statements audit

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process for PREPA, its subsidiaries and affiliates. Greenberg shall not invoice the time spent in preparing customary letters to auditors, as it is understood that this is an administrative obligation complementary to the services rendered hereunder. -----

12.2 All rights, titles and interest in any reports, documents, analyses, investigations and any other by-product conceived or developed by Greenberg exclusively for PREPA as a result of performing its obligations under this Agreement shall be the exclusive property of PREPA. Greenberg shall retain all right, title, and interest in and to proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for PREPA under this Agreement. With the exception of items marked as "CONFIDENTIAL" by Greenberg, PREPA shall retain the right to use, refer, share, or provide to any third party, as PREPA may determine, the results of any reports, documents, analyses, investigations or any other by-product of the Services performed by Greenberg under this Agreement.-

Article 13. Copyright

Greenberg and PREPA shall jointly defend any suit or action brought against either Party based on a claim that any document, report, study, analysis, copyrighted composition, article or any by-product of those, either used in the performance of the Services by Greenberg or provided to PREPA by Greenberg as part of its Services, or used in the performance of this Agreement, including their use by PREPA, constitutes an infringement of any patents or copyrights of the United States. The Party of this

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Agreement subject to the claim or that becomes aware of a potential claim shall promptly notify in writing the other Party of this Agreement, and give the authority, information, and assistance reasonable and necessary for the defense of such claim. ---

Article 14. Warranty

14.1 Greenberg warrants that it shall perform the Services in accordance with the applicable standards of care and diligence at the time of performance of the Services, and which are normally practiced and recognized in performing services of a similar nature (the “Standard”). Should any of the Services provided by Greenberg not fulfill the above established Standard, Greenberg shall take all necessary corrective measures to rectify such deficient Services, at its own and exclusive cost, whenever such course of action is possible or desirable. The rectification of deficient Services by Greenberg shall not be understood as a waiver by PREPA to any other remedy it may have under this Agreement or under the law or equity for any damages that Greenberg’s may have caused to it by rendering such deficient Services. -----

14.2 No other warranty, express or implied, is made or intended by this Agreement, by furnishing oral or written reports of findings made, or by any other act of Greenberg. -----

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Article 15. Responsibility for Damages

The appearing Parties agree that their responsibilities for damages under this Agreement will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico. -----

Article 16. Independent Contractor

16.1 Greenberg shall be considered as an independent contractor, for all material purposes under this Agreement, and all persons engaged or contracted by Greenberg for the performance of its obligations herein, shall be considered as its employees or agents, and not as employees or agents of PREPA. -----

16.2 As an independent contractor, Greenberg shall not be entitled to any fringe benefits, such as, but not limited to vacation, sick leave, and to which PREPA's employees are entitled. -----

Article 17. Employees not to Benefit

No officer, employee or agent of PREPA, nor of the Government of the Commonwealth of Puerto Rico or its Municipal Governments shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.-----

Article 18. Conflict of Interest

18.1 Greenberg certifies that none of its representatives under this Agreement receive payment or compensation of any nature, for the services regularly rendered through an appointment in another government agency, body, public corporation or municipality of Puerto Rico. Greenberg also certifies that it may have other

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consulting services contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for Greenberg. -----

18.2 Greenberg acknowledges that in executing its services pursuant to this Agreement it has a duty of complete loyalty towards PREPA which includes not having conflict of interest. "Conflict of Interest" means representing clients who have or may have interests that are contrary to PREPA, but does not include rendering services that are unrelated to the services covered in this Agreement. In this regard, PREPA acknowledges Greenberg is a large global law firm having multiple financial institutions and investors as clients, and with or without Greenberg's knowledge, any of such clients may from time to time acquire, hold or trade interests adverse to PREPA or its affiliates. Greenberg's representations of those clients in unrelated matters shall not be deemed conflicts or influences on Greenberg within the meaning of this Agreement. Also, Greenberg shall have the continuous obligation to disclose to PREPA all information and circumstances of its relations with clients and third persons that would result in a conflict of interest which would influence Greenberg when performing its responsibilities under this Agreement. If Greenberg is required to provide services to another entity of the Executive Branch under the provisions of Article 29 and such services could result in a conflict of interests, Greenberg will notify PREPA in writing as provided in this article. -----

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18.3 The Parties understand and agree that a conflict of interest exists when Greenberg must advocate a position or outcome on behalf of any existing or future client that is contrary to PREPA’s interests. Also, any conduct defined in the Rules of Professional Conduct regarding conflict of interests shall apply to Greenberg and its personnel. -----

18.4 In the event that any of the partners, directors, agents or employees of Greenberg engaged in providing services under this Agreement should incur in the conduct described herein, said conduct shall constitute a violation of the prohibitions provided herein.-----

18.5 Greenberg shall endeavor to avoid even the appearance of the existence of a conflict of interest that has not otherwise been waived. -----

18.6 Greenberg acknowledges that PREPA’s Chief Executive Officer shall have the power to intervene with the acts of Greenberg and/or its agents, employees, and subcontractors regarding the enforcement of the prohibitions contained herein. In the event that the existence of adverse interests is discovered, PREPA’s Chief Executive Officer shall inform Greenberg in writing of PREPA’s intention to terminate this Agreement within a thirty (30) day period. During said period, Greenberg may request a hearing with the Chief Executive Officer to present its arguments regarding the alleged conflict of interests. In the event that Greenberg does not request such hearing during the specified thirty (30) day

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period or the controversy is not satisfactory settled during the hearing, this Agreement shall be canceled. -----

18.7 Greenberg certifies that, at the time of the execution of this Agreement, it does not have nor does it represents anyone who has Conflict of Interests with PREPA. If such Conflict of Interest arises after the execution of the Agreement, Greenberg shall notify PREPA immediately. -----

Article 19. Notices

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or postage prepaid, by registered, certified or express mail (return receipt requested) or reputable overnight courier service and shall be deemed given when so delivered by hand, or telecopied, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the Parties to the following addresses:-----

To PREPA: Puerto Rico Electric Power Authority
PO Box 364267
San Juan, Puerto Rico 00936-4267

Attention: José F. Ortiz Vázquez
Chief Executive Officer

To Greenberg: Greenberg Traurig, LLP
1750 Tysons Blvd.
Suite 1000
McLean, Virginia 22102

Attention: Timothy C. Bass
Shareholder

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Article 20. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. The court and authorities of the Commonwealth of Puerto Rico and the federal courts of the United States shall have jurisdiction over all controversies that may arise with respect to this Agreement. The parties hereby waive any other venue to which they might be entitled by the virtue of domicile or otherwise. Should either Party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. -----

Article 21. Change in Law

During the term of this Agreement, any change in law, including, but not limited to changes in applicable tax law, which cause an increase in Greenberg's costs when providing the services, shall be Greenberg's responsibility and PREPA shall not be obligated to increase the Agreement Amount. -----

Article 22. Force Majeure

22.1 The Parties shall be excused from performing their respective responsibilities and obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that they are unable to perform or are prevented from performing by a force majeure event. -----

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22.2 For purposes of this Agreement, force majeure means any cause without the fault or negligence, and beyond the reasonable control of, the Party claiming the occurrence of a force majeure event.-----

22.3 Force majeure may include, but not be limited to, the following: Acts of God, industrial disturbances, acts of the public enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruptions of services due to the acts or failure to act of any governmental authority; provided that these events, or any other claimed as a force majeure event, and/or its effects, are beyond the reasonable control and without the fault or negligence of the Party claiming the force majeure event, and that such Party, within ten (10) days after the occurrence of the alleged force majeure, gives the other Party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to whether a force majeure event has occurred shall be on the Party claiming the force majeure. -----

Article 23. Novation

23.1 The Parties expressly agree that no amendment or change order, which could be made to the Agreement during its term, shall be understood as a contractual novation, unless both Parties agree to the contrary, specifically and in writing.-----

23.2 The previous provision shall be equally applicable in such other cases where PREPA gives Greenberg a time extension for the compliance of any of its

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obligations under this Agreement, or where PREPA dispenses the claim or demand of any of its credits or rights under the Agreement. -----

Article 24. Severability

If a court of competent jurisdiction declares any of the Agreement provisions as null and void or invalid, such holding will not affect the validity and effectiveness of the remaining provisions of this Agreement and the Parties agree to comply with their respective obligations under such provisions not included in the judicial declaration.-----

Article 25. Save and Hold Harmless

Greenberg agrees to save and hold harmless and to indemnify PREPA for all expenses and costs of any nature (including reasonable attorneys' fees) incurred by PREPA arising out of any third party claim made by any person for bodily injuries, including death, or for property damage, to the extent directly caused by Greenberg by the negligent act or omission, in the performance or nonperformance of its obligations under the Agreement, but not to the point directly caused by negligence or tort of PREPA or a third party which is not an employee or subcontractor of Greenberg.-----

With respect to any indemnity set forth in this Agreement, each indemnitee shall give prompt notice of its receipt of any threat, indication or other notice of any claim, investigation or demand that might give rise to any losses required to be indemnified hereunder and shall reasonably cooperate in the defense of such claim. The indemnifying party shall have the right to conduct defense of such action at its sole expense. -----

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Article 26. Insurance

Greenberg shall secure and maintain in full force and effect during the life of this Agreement as provided herein, policies of insurance covering all operations engaged in by the Agreement as follows:-----

1. Commonwealth of Puerto Rico Workmen’s Compensation Insurance:

Greenberg shall provide Workmen’s Compensation Insurance as required by the Workmen’s Compensation Act 45-1935 of the Commonwealth of Puerto Rico. Greenberg shall also be responsible for compliance with said Workmen’s Compensation Act by all its sub-contractors, agents, and invitees, if any. -----

Greenberg shall furnish a certificate from the Puerto Rico State Insurance Fund showing that all personnel employed in the work are covered by the Workmen’s Compensation Insurance, in accordance with this Agreement. -----

2. Employer’s Liability Insurance:

Greenberg shall provide Employer’s Liability Insurance with a minimum bodily injury limits of \$1,000,000 for each employee and \$1,000,000 for each accident covering against the liability imposed by Law upon Greenberg as result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen’s Compensation Act of the Commonwealth of Puerto Rico. -----

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3. Commercial General Liability Insurance:

Greenberg shall provide a Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$ 1,000,000 aggregate. -----

4. Commercial Automobile Liability Insurance:

Greenberg shall provide a Commercial Automobile Liability Insurance with limits of \$1,000,000 combined single limit covering all owned or schedule autos, non-owned autos, and hired automobile.-----

5. Professional Liability Insurance:

Greenberg shall provide a Professional Liability Insurance with limits of \$ 1,000,000 per claim and \$ 1,000,000 aggregate. -----

6. Requirements under the Policies:

The Commercial General Liability and Commercial Automobile Liability Insurance required under this Agreement shall be endorsed to include: -----

a. As Additional Insured:

Puerto Rico Electric Power Authority (PREPA)
Risk Management Office
PO Box 364267
San Juan, Puerto Rico 00936-4267

b. A 30 day cancellation or nonrenewable notice to be sent by Greenberg to the above address.-----

c. An endorsement including this Agreement under contractual liability coverage and identifying it by number, date and Parties to the Agreement. -----

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d. Waiver of subrogation in favor of Puerto Rico Electric Power Authority (PREPA). -----

e. Breach of Warranties or Conditions: -----

“The Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice PREPA’s rights under this policy.”-----

Furnishing of Policies: -----

All required policies of insurance shall be in a form acceptable to PREPA and shall be issued only by insurance companies authorized to do business in Puerto Rico. -----

Greenberg shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded. -----

Article 27. Compliance with the Commonwealth of Puerto Rico Contracting Requirements

Greenberg will comply with all applicable State Law, Regulations and Executive Orders that regulate the contracting process and establish the requirements for governmental contracting in the Commonwealth of Puerto Rico. Also, Greenberg shall provide, before the execution of this Agreement, the following: -----

A. Copy of its Articles of Incorporation or creation. -----

B. Certificate of Existence, issued by the country in which it is incorporated or created. -

C. A sworn statement in which Greenberg will establish and certify: -----

(i) Greenberg’s tax identification number, -----

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- (ii) The country in which Greenberg is incorporated or created, -----
- (iii) That Greenberg does not have any tax responsibility in the Commonwealth of Puerto Rico, -----
- (iv) That the compliance with the terms and conditions of this Agreement does not make Greenberg an entity doing business in Puerto Rico, -----
- (v) That Greenberg does not have a local office in the Commonwealth of Puerto Rico. -----

D. Puerto Rico Child Support Administration (*ASUME*): Greenberg hereby certifies that it is not duty bound to pay child support, or if so, that Greenberg is up to date or has a payment plan to such effects. As evidence thereof, Greenberg has delivered to PREPA a certification issued by the Puerto Rico Child Support Administration (*Administración para el Sustento de Menores (ASUME)*) certifying that Greenberg does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with *ASUME*. -----

A. Special Contribution for Professional and Consulting Services: As required by Act 48-2013, as amended, PREPA will withhold a special contribution of one-point five percent (1.5%) of the gross amounts paid under this Agreement. -----

B. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. seq., Greenberg 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 Agreement. -----

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- C. Income Tax Retention Law: PREPA shall deduct and withhold ten percent (10%) of any and all payments to residents of the Commonwealth of Puerto Rico as required by the Internal Revenue Code of Puerto Rico. In case of US citizens and Non-US citizens which are nonresidents of the Commonwealth of Puerto Rico, Greenberg will retain twenty percent (20%) and twenty-nine percent (29%) respectively. PREPA will remit such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda de Puerto Rico*). Greenberg will request PREPA not to make such withholdings if, to the satisfaction of PREPA, Greenberg timely provides a release from such obligation by the Government of Puerto Rico's Treasury Department. 3 L.P.R.A. § 8611 et seq., 2011 L.P.R. 232; 232-2011. -----
- D. Compliance with Act No. 1 of Governmental Ethics: Greenberg will certify compliance with Act 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 Agreement, 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.;

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- E. Law 127-2004: Agreement Registration in the Comptroller's Office of Puerto Rico Act: Payment for services object of this Agreement will not be made until this Agreement is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law 18 of October 30, 1975, as amended. -----
- F. 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. -----
- Q. 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 authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice.-----
- R. 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

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

S. 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. -----

T. 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. -----

U. Dispensation: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record. -----

V. Rules of Professional Ethics: Greenberg acknowledges and accepts that it is knowledgeable of the rules of ethics of its profession and assumes responsibility for its own actions. -----

If any of the previously required Certifications shows a debt, and Greenberg has requested a review or adjustment of this debt, Greenberg will certify that it has made

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such request at the time of the Agreement execution. If the requested review or adjustment is denied and such determination is final, Greenberg will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Greenberg accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. -----

Article 28. Anti-Corruption Code for a New Puerto Rico

Greenberg agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico. Greenberg hereby certifies that it does not represent particular interests in cases or matters that imply a conflicts of interest, or of public policy, between the executive agency and the particular interests it represents. -----

Greenberg shall furnish a sworn statement to the effect that neither Greenberg nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for Greenberg has been convicted of or has pled guilty to any of the crimes listed 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 or any of the crimes included in Act 2-2018. -----

Greenberg hereby certifies that it has not been 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

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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 the Agreement in the event Greenberg 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 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. -----

Consequences of Non-Compliance: Greenberg expressly agrees that the conditions outlined throughout this Article are essential requirements of this Agreement. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for

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the PREPA to render this Agreement null and void, and the Greenberg shall reimburse the PREPA all moneys received under this Agreement. -----

Article 29. Termination by the Chief of Staff of the Governor of Puerto Rico and Interagency Agreements

Pursuant to Memorandum Number 2017-001, Circular Letter 141-17, of the Office of the Chief of Staff of the Governor of Puerto Rico (*Secretaría de la Gobernación*) and the Office of Management and Budget (*Oficina de Gerencia y Presupuesto – OGP*), the Chief of Staff shall have the authority to terminate this Agreement at any time. If so directed by the Chief of Staff, PREPA will terminate this Agreement by delivering to Greenberg a notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon the effective date of termination, Greenberg shall immediately discontinue all services affected and deliver to PREPA all information, studies and other materials property of PREPA. In the event of a termination by notice, PREPA shall be liable only for payment of services rendered up to and including the effective date of termination. -----

Both Parties acknowledge and agree that the contracted services herein may be provided to another entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct disposition of the Office of the Chief of Staff. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For the purpose of this clause, the term “entity of the Executive Branch” includes all agencies of the Government of Puerto Rico, as well as public instrumentalities, and public corporations. -----

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Article 30. Non-Discrimination

Greenberg agrees that it will not discriminate against any employee or applicant for employment on account of race, color, religion, sex, sexual orientation, disability or national origin in violation of applicable laws. -----

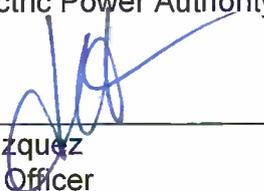
Article 31. Entire Agreement

The terms and conditions contained herein constitute the entire agreement between PREPA and Greenberg with respect to the subject matter of this Agreement, and supersede all communications, negotiations, and agreements of the Parties, whether written or oral, other than these, made prior to the signing of this Agreement.-----

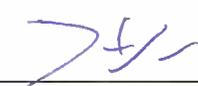
IN WITNESS THEREOF, the Parties hereto sign this Agreement in San Juan, Puerto Rico this 30 day of June, 2019. -----

Puerto Rico Electric Power Authority

Greenberg Traurig, LLP



José F. Ortiz Vázquez
Chief Executive Officer
Tax ID: 660-433747



Timothy C. Bass
Shareholder
Tax ID: 13-361-3083

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APPENDIX A
SCHEDULE OF ASSIGNED ATTORNEYS

Name	Title	Discounted Rate
Restructuring		
Mark D. Bloom	Shareholder	\$1,040.00
Karl Burrer	Shareholder	\$631.00
David D. Cleary	Shareholder	\$802.00
John R. Dodd	Of Counsel	\$565.00
David Robert Eastlake	Associate	\$589.00
Maribel R. Fontanez	Paralegal	\$332.00
Nathan A. Haynes	Shareholder	\$997.00
Sara Hoffman	Associate	\$546.00
John B. Hutton	Shareholder	\$807.00
Paul J. Keenan	Shareholder	\$807.00
Leo Muchnik	Associate	\$612.00
Ari Newman	Associate	\$565.00
Nancy A. Peterman	Shareholder	\$902.00
Kevin P. Ray	Of Counsel	\$631.00
Marcos Rodriguez	Paralegal	\$133.00
Keith Shapiro	Shareholder	\$1,277.00
Ryan A. Wagner	Associate	\$717.00
P3/Infrastructure		
Jonathan Bell	Shareholder	\$798.00
Paul Berkowitz	Shareholder	\$783.00
Yosbel A. Ibarra	Shareholder	\$736.00
Kenneth M. Neighbors	Shareholder	\$665.00
Finance/Capital Markets		
Todd E. Bowen	Shareholder	\$926.00
David Hong	Associate	\$470.00
Richard C. Kim	Shareholder	\$973.00
Tammy Y. Lam	Associate	\$522.00
Camille Manso	Law Clerk	\$446.00
Nathaniel Minott	Associate	\$570.00
Allan D. Reiss	Shareholder	\$945.00
Marc M. Rossell	Shareholder	\$997.00
Godric Shoemith	Of Counsel	\$636.00
Michael Watkins	Shareholder	\$641.00
Energy		
Derek Anchondo	Shareholder	\$641.00
Iskender H. (Alex) Catto	Shareholder	\$878.00
Gregory K. Lawrence	Shareholder	\$1,021.00
Thomas O. Lemon	Law Clerk/J.D.	\$451.00
General Corporate		
Kristin Agnew	Associate	\$489.00
Briana Costa	Law Clerk/J.D.	\$470.00
Gregory Daddario	Shareholder	\$712.00
Juan Delgado	Associate	\$593.00
Stacey Kern	Shareholder	\$831.00

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Name	Title	Discounted Rate
Emily Ladd-Kravitz	Associate	\$570.00
Matt Miller	Shareholder	\$755.00
Axel Miranda	Associate	\$375.00
Osvaldo Miranda	Foreign Law Clerk	\$375.00
Stephen Pelliccia	Associate	\$460.00
Diego Robles	Foreign Law Clerk	\$308.00
Noemi Romero	Senior Paralegal	\$308.00
Andrew W. Scher	Of Counsel	\$612.00
Brian N. Wheaton	Associate	\$551.00
Nikki Wise	Practice Group Attorney	\$631.00
Environmental		
Giuliano Apadula	Associate	\$427.00
Christopher Bell	Shareholder	\$736.00
Jillian Kirn	Associate	\$475.00
David G. Mandelbaum	Shareholder	\$1,007.00
Curtis B. Toll	Shareholder	\$726.00
Government Affairs		
Charles F. Bass	Senior Director	\$760.00
Diane J. Blagman	Senior Director	\$764.00
Tim Hutchinson	Senior Director	\$1,116.00
Victoria R. Kennedy	Senior Counsel	\$950.00
Laurence A. Levy	Shareholder	\$902.00
Pamela J. Marple	Shareholder	\$926.00
Albert R. Wynn	Senior Director	\$1,059.00
Andy Zausner	Shareholder	\$1,106.00
Litigation		
Paul Del Aguila	Shareholder	\$584.00
Tiffany Andras	Associate	\$403.00
Wanna Abraham	Paralegal	\$156.75
Timothy C. Bass	Shareholder	\$807.00
Kelly Bradshaw	Associate	\$437.00
Ian Burkow	Associate	\$479.00
Sal Chan	Paralegal	\$280.00
Evelyn Cobos	Associate	\$470.00
Joseph P. Davis, III	Shareholder	\$1,078.00
Richard A. Edlin	Shareholder	\$1,225.00
Kevin Finger	Shareholder	\$807.00
Joseph Z. Fleming	Shareholder	\$712.00
Aaron Klein	Associate	\$285.00
Christopher Mair	Associate	\$285.00
Huong On-Robinson	Paralegal	\$171.00
Oleg Opsha	Paralegal	\$190.00
Richard Rosengarten	Associate	\$356.00
Gustavo Ribeiro	Paralegal	\$408.00
Alyssa C. Scruggs	Associate	\$427.00
Harold S. Shaftel	Shareholder	\$1,173.00

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Name	Title	Discounted Rate
Benjamin K. Shiffman	Associate	\$508.00
Eva Spahn	Associate	\$470.00
Angel Taveras	Shareholder	\$688.00
Michael Van Norden	Paralegal	\$308.00
Mian Rachel Wang	Associate	\$451.00
Tom Woodman	Shareholder	\$945.00
Public Finance		
Warren S. Bloom	Shareholder	\$807.00
Albert A. Del Castillo	Shareholder	\$807.00
Jean DeLuca	Shareholder	\$845.00
Bruce H. Giles-Klein	Shareholder	\$850.00
Melissa Lopez Rogers	Associate	\$475.00
Amy E. Lowen	Of Counsel	\$584.00
Sylvia Sohn Penneys	Shareholder	\$745.00
Andrew Rubin	Associate	\$403.00
Tax		
Linda D'Onofrio	Shareholder	\$755.00
Vanessa Lowry	Shareholder	\$798.00
Labor and Employment		
Brandon Feingold	Shareholder	\$688.00
Jerrold Goldberg	Shareholder	\$983.00
Cynthia A. Groszkiewicz	Director	\$522.00
Jeffrey Mamorsky	Shareholder	\$1,102.00
Paul Ranis	Shareholder	\$617.00
Erik Rodriguez	Shareholder	\$617.00
Brenda Rosales	Associate	\$375.00
Melanie Sarver	Practice Group Attorney	\$313.00
Eric Sigda	Shareholder	\$826.00
Jonathan Sulds	Shareholder	\$983.00
Government Contracting		
Richard Moorhouse	Shareholder	\$1,097.00
Daniel Muenzfeld	Associate	\$427.00
Melissa Prusock	Associate	\$456.00
Jozef Przygodzki	Associate	\$451.00
Michael Schaengold	Shareholder	\$1,016.00
Jennifer Zucker	Shareholder	\$807.00

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