

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 of May 2, 1941, No. 83, 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: O'Melveny & Myers, LLP ("OMM"), a limited liability partnership formed and existing under the laws of the State of California, United States of America, with a principal place of business at Times Square Tower 7 Times Square, New York, NY 10036, herein represented by Nancy A. Mitchell, Shareholder, of legal age, married, and resident of the state of New York who has authority to enter into this contract by virtue of the O'Melveny Limited Liability Partnership Agreement.-----

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Both PREPA and OMM are herein individuals 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, Pursuant Section 205 (2) (d) of Act No. 83 competitive bidding shall not be necessary when professional or expert services or work are required and PREPA deems it in the best interests of good administration for such works or services to be contracted without such announcements.-----

NOW, THEREFORE, in accordance with PREPA's Governing Board Resolution No. 4700, and 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 OMM will advise and assist PREPA on various matters relating to the restructuring of PREPA including legal issues arising from PREPA's ongoing operational and financial restructuring, litigation, Title III matters, mediation, fiscal plan issues, plan of adjustment development, finance, securities, and corporate. OMM will also provide services related to any filings, interactions or other issues involving PROMESA and the Fiscal Oversight Board, other stakeholder engagement, the transformation process, and other matters as requested by PREPA. -----
- 1.2 At the direction of PREPA, OMM 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. OMM is not responsible for worked performed by others. -----

1.3 For each week, OMM will present a table that will include the specific projects or tasks that will be working, including the lead personnel assigned to each projects or task and the name of the PREPA or AAFAF official requesting or overseeing the projects or task, and the dates on which any personnel will be traveling to and from Puerto Rico. Should any matter arise that is not foreseeable, OMM will include the updated information on next week's work plan. -----

Article 2. Services Coordination

All OMM's Services in relation to the terms and conditions of this Agreement will be coordinated through the CEO or the person delegated by him or through AAFAF, in its capacity as fiscal agent to PREPA. -----

Article 3. Agreement Assignment or Subcontract

OMM shall not assign nor subcontract its rights and obligations under this Agreement, except in the event PREPA give written authorization for such actions. Provided, that no subcontract shall be considered for PREPA's approval, except when the following requirements are met: (1) OMM 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 OMMs' rights under the subcontract, in the event that PREPA declares OMM 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 OMMs' 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. The foregoing provisions shall not apply to temporary attorneys. Temporary attorneys have been retained by OMM pursuant to prior authorization from PREPA and no further authorization is required for the retention of such temporary attorneys. All services provided by temporary attorneys shall be billed to PREPA at cost, including any overtime costs, and shall be included in OMM's monthly invoices. Such temporary attorneys are engaged to provide document review services in connection with certain litigation matters at discounted rates, which are disclosed in the rate schedule attached hereto. -----

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Article 4. Agreement Term

This Agreement shall be in effect from the date of its execution until June 30, 2020 (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 time, with thirty (30) days prior written notice by registered mail, return receipt requested, or overnight express mail to OMM. If notice is given, the Agreement shall terminate upon the expiration of the thirty (30) days (Termination Date) and PREPA shall be obligated to pay all fees and expenses incurred up to the Termination Date, 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. In the event of termination, OMM shall have no further right to compensation except for what has been accrued for services rendered and expenses incurred under the Agreement until the Termination Date.-----

If either Party terminates this Agreement, such termination shall not affect OMM's right to receive all amounts owed by PREPA to OMM or the accrued rights of PREPA to receive the Work generated by OMM through the date of termination. -----

5.2 PREPA shall have the right to terminate this Agreement immediately in the event of negligence, dereliction of duties or noncompliance by OMM, 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 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 OMM'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 OMM no later than thirty (30) days before the effective date of any such Transfer. This provision shall apply unless the Governing Board of PREPA waives the application of this provision to this Agreement-----

OMM 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 OMM accepts that the total amount to be paid under the Agreement shall not exceed nine millions (\$9,000,000), 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 date. PREPA will not be required to make advance payments for any future service to be rendered by OMM under the Agreement.-----

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

6.3 PREPA will pay for the Services rendered by OMM according to the hourly rates established in Appendix A. -----

6.4 Should OMM assign another person to attend to PREPA's matters pursuant to this Agreement, OMM shall promptly send PREPA an amended schedule to include such person's name, position and rate, as well as request approval from PREPA.-----

6.5 OMM shall promptly notify PREPA when the billing under the Agreement amounts seventy-five percent (75%) of the Agreement Amount. Once this notification has been issued, OMM, 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, OMM shall present a reasonably itemized list of the remaining billable Services under the Agreement.-----



7 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 OMM's invoices; or (b) travel time during which OMM is billing another client for work performed while traveling. Moreover, PREPA requires that only professional services be billed on a time and material basis in accordance with OMM's fixed hourly rates. Accordingly, PREPA should not be billed for the administrative tasks of creating, organizing, reviewing and/or updating files; receiving, reviewing, and/or distributing mail; faxing or copying documents; checking electronic mail or converting information to disk, not directly related to PREPA's Agreement. -----

7.2 PREPA will only pay to OMM up to a maximum of 12 working hours per person, per day. -----

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

7.4 PREPA will not reimburse OMM 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. -----

7.5 PREPA will reimburse OMM for separately itemized expenses and disbursements in the following categories: -----

7.5.1 Messenger/courier service – PREPA will reimburse actual charges billed to your firm 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. We do not expect all documents to be hand delivered or sent by overnight express; indeed, we do expect that decisions about modes of delivery, from by-hand messenger to electronic transmission, will be made with due regard for need, economy, and good sense. -----

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7.5.2 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 expenses should include the identity of the person making the expenditure, the date and amount, and the nature of the expenditure. PREPA expects you to be reasonable and prudent both in selecting hotels and restaurants, if applicable, for which we are to be charged and in distinguishing between personal expenses and properly chargeable business expenses. -----

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. -----

7.5.3 Air Travel - The cost of air travel will be reimbursed up to an amount that is no more than the advanced purchase of the lowest available economy airfare (including applicable taxes). The Consultant shall submit a copy of the original airline ticket or paid travel agency invoice. Airfare may only be invoiced following completion of travel. In the event of a scheduled trip has to be cancelled by PREPA's order, PREPA will assume the cost of the penalty fee.

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

Meals: - \$60 for each traveling day for persons working in Puerto Rico or other location as directed and approved by PREPA under the Agreement. Under no circumstances PREPA will reimburse alcoholic beverages. -----

Lodging (standard not smoking room): - \$250 per person, per night including government fees and taxes OMM may use an economical alternative of lodging, including temporary rentals of apartments or rooms (Airbnb like rentals). For travel period longer than five days, temporary rentals, including all taxes and applicable fees is less expensive than hotel accommodation, and evidence of said temporary rental shall be provided. -----

Ground Transportation: - Shall be reimbursable at cost, including Uber type services, car rentals (as approved by PREPA and associated driving expenses such as, but not limited to parking fees, highway tolls, and fuel). -----

7.5.4 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 Contractor to render is services under the Agreement, given they are previously approved by PREPA. PREPA will not reimburse expenses that that it disallowed by Order of the Title III Court -----

7.5.5 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. -----

7.5.6 Third-Party Services – The approval of PREPA must be obtained in writing prior to retaining any third-party services necessary to support the Services and provided exclusively for the benefit of PREPA. OMM shall be responsible for requiring 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 undertaking of confidentiality and data privacy. Invoices from third-party vendors should be paid directly by OMM, 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. -----



7.5.7 PREPA reserves the right to question the charges on any bill (even after payment) and to obtain a discount or refund of those charges that are not in compliance with the terms of the Agreement. At PREPA's request, copies of bills and records reflecting reimbursable expenses that are not specifically identified as a per diem. -----

Article 8. Invoices

8.1 OMM shall submit its invoices on a monthly basis for the work already performed within the thirty (30) days after the last business day of the month in which the services were rendered. PREPA will review the invoices within thirty (30) days of receipt, and if they are in compliance with the requirements set forth in this Agreement, it will proceed with payment. Provided, that invoices that are subject to the Title III shall be paid in accordance with the Title III process. The Title III invoices shall be drafted, submitted and paid in accordance to the United States Trustee guidelines for reviewing applications for compensation and, also, in accordance to such rules as established by the Fee Examiner in the Title III case, both by memorandum, or by Court Order. Notwithstanding, OMM shall submit the invoices to PREPA, concurrently to the Title III fee examiner submittal. PREPA will not honor invoices that have been outstanding for services provided more than two (2) months before an invoice is received, as it is nearly impossible for such an invoice to be accurately reviewed and approved after such time has passed. -----

8.2 All invoices, must be prepared in corporate letterhead within the following framework. PREPA shall process invoices that do not include the items below. -----



- a. Invoice Number. -----
- b. A brief description of the project or task to which the services relate. -----
- c. A full chronological description of the services performed during the statement period, the name of the professional who performed such services and the hourly rates and the number of hours spent (by date) for each professional. -----
- d. Reasonable detail of the reimbursable expenses and disbursements made on behalf of PREPA during the statement period. -----
- e. Fees, disbursements and total charges during the statement period. -----
- f. If reimbursement for third party services is to be made, a copy of the relevant third party invoice must be attached. -----
- g. Please show clearly on the invoice the total current bill (without regard to prior balances). Prior balances or payment history should be shown separately, if at all, by invoice number, invoice date, and amount. -----



8.3 The invoice for professional services must be duly certified by an authorized representative of OMM. OMM shall allocate any invoiced fees between: (i) activities undertaken outside of Puerto Rico; and (ii) those relating to activities undertaken within Puerto Rico. -----

8.4 PREPA will review the invoices upon receipt, and if they are in compliance with the requirements set forth in this Agreement, it will proceed with payment. OMM will comply with the terms of the Compensation Order in invoicing its fees and PREPA shall pay OMM in accordance with the Compensation Order. 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. -----

8.5 All invoices submitted by OMM 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".

OMM'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, OMM 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 OMM decides to assign or transfer an amount, due or payable, to which it is entitled for services rendered or goods provided during the term of this Agreement, Consultant 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 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. -----

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9.2 OMM acknowledges and agrees that PREPA may deduct any amount, due or payable under this Agreement, that OMM owes to PREPA or to the Government of Puerto Rico; PREPA may retain any said amount if OMM fails to fulfill its obligations and responsibilities under this Agreement, or a claim arises for warranty or defects regarding the services rendered under this Agreement. OMM 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 OMM is entitled to under this Agreement. -----

9.3 OMM 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 OMM all information under the control of PREPA and necessary for OMM to perform the Services under this Agreement and those material facts that OMM 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 material facts provided to OMM, which are under its control, are true and complete, and does not constitute misleading or inaccurate information and OMM 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 OMM 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 OMM. -----

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Article 11. Information Disclosure and Confidentiality

- 11.1 OMM acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to PREPA and its personnel, its subsidiary corporations and affiliates and their personnel, the Commonwealth of Puerto Rico, its agencies, corporations and/or municipalities and their personnel, now or hereafter provided to OMM or otherwise obtained by OMM in the course of rendering services for PREPA (collectively, "Confidential Information").-
- 11.2 OMM and its employees, affiliates and authorized sub-contractors shall keep in strict confidence all Confidential Information, and: (i) shall not make public or disclose any of said materials without the previous written consent of PREPA, provided that OMM shall be permitted to share financial and other information prepared or provided for

purposes of PREPA's financial restructuring with representatives of the Puerto Rico Fiscal Agency and Financial Authority ("AAFAP") and, with the consent of AAFAP and PREPA, with creditors of PREPA that have signed non-disclosure agreements in a form and substance acceptable to AAFAP and PREPA;(ii) shall use the Confidential Information only to perform OMM's obligations under this Agreement; and (iii) will reproduce the Confidential Information only as required to perform OMM's obligations under this Agreement. -----

11.3 "Confidential Information" shall not apply to any information which: (a) is generally known to the public at the time of disclosure to OMM or becomes generally known through no wrongful act on the part of OMM; (b) is in OMM's possession at the time of disclosure otherwise than as a result of OMM's breach of any legal obligation; (c) becomes known to OMM through disclosure by sources other than OMM having the legal right to disclose such information; or (d) is independently developed by OMM without reference to or reliance upon the confidential information. -----

In addition, these provisions shall not prohibit OMM from making any disclosure pursuant to any subpoena or order of a court or a Governmental or Administrative tribunal which may assert jurisdiction over OMM; provided that, to the extent legally permissible, OMM shall promptly notify PREPA of any such disclosure obligations and reasonably cooperate with PREPA's efforts to lawfully avoid and/or minimize the extent of such disclosure. -----

11.4 OMM will not disclose any Confidential Information relating to the work that OMM performs under this Agreement. OMM may divulge Confidential Information to its employees who need to know such information to fulfill the purposes of this engagement provided that such persons: (i) shall have been advised of the confidential nature of such information and OMM shall direct them, and they shall agree, to treat such information as confidential and to return all materials to OMM upon request, but for one copy for record purposes only; and (ii) in each case, such person shall be bound by the terms of this Agreement. -----

11.5 In connection with the services rendered under this Agreement, OMM will furnish PREPA any necessary reports, analyses or other such materials that exist as of the date requested, as PREPA may reasonably request. OMM shall not invoice the time spent to gather and deliver such information. PREPA, however, acknowledges that OMM may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes developed in performing the services and any additional services provided hereunder, and nothing contained herein precludes OMM from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.-----

11.6 OMM shall return or destroy all Confidential Information, as well as any other document that may relate to its work under this Agreement, to PREPA within thirty (30) days after date of the expiration or earlier termination of this Agreement, and shall certify that all the information has been returned to PREPA or destroyed, but for electronic information held in archive and/or backup files to the extent such



files cannot be deleted without unreasonable effort or expense and created in the ordinary course pursuant to established data backup/archive procedures; provided, however, OMM may retain its own work product as long as it maintains the confidentiality of PREPA's Confidential Information as otherwise provided in this Agreement. During this thirty (30) day period, and except to the extent making such documents available would result in the loss of legal privilege for PREPA, these documents shall be available for inspection by the Office of the Comptroller of Puerto Rico. Such inspection, if undertaken, shall not constitute a waiver of the attorney-client privilege or work product doctrine. -----

11.7 OMM's material negligent discharge or the breach of the confidentiality clause hereinabove continuing after receipt of written warning or abandonment of the duties assigned hereunder shall constitute a breach of this Agreement by OMM and PREPA will be entitled to terminate this Agreement forthwith, without having to comply with the requirements of notice set forth above, without limitations of any other rights and remedies under law, and will release and discharge PREPA from any further obligations and liabilities hereunder. -----

11.8 This Article shall survive the termination, expiration or completion of this Agreement.-

Article 12. Rights and Titles

12.1 OMM will submit any reports required by PREPA regarding services performed under this Agreement. If required by PREPA, at the completion of the assigned tasks, OMM will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by PREPA of OMM's ethical

obligation and responsibility of keeping PREPA informed of the progress of the assigned matters. This obligation includes OMM'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 process for PREPA, its subsidiaries and affiliates. OMM 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 OMM exclusively for PREPA as a result of performing its obligations under this Agreement shall be the exclusive property of PREPA. OMM 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 OMM, 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 OMM under this Agreement. -----

Article 13. [Intentionally Omitted]

Article 14. Warranty

14.1 OMM 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 OMM not fulfill the above established Standard, OMM 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 OMM 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 OMM'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 OMM. ----

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 OMM shall be considered as an independent contractor, for all material purposes under this Agreement, and all persons engaged or contracted by OMM 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, OMM 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. -----

16.3 OMM is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to wages and benefits paid to OMM's employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the Parties, administrative agencies, or the courts. -----

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

OMM acknowledges that in executing its services pursuant to this Agreement, it has an obligation of complete loyalty towards PREPA, including having no adverse interests. "Adverse interests" means representing clients who have or may have interests that are contrary to PREPA but does not include rendering services that are unrelated to this engagement. This duty includes the continued obligation to disclose to PREPA all circumstances of its relations with clients and third parties, including AAFAF, which would result in an adverse interest, and any adverse interest which would influence OMM when executing the Agreement or while it is in effect. PREPA acknowledges OMM is a large global law firm having multiple financial institutions and investors as clients, and with or

without OMM's knowledge, any of such clients may from time to time acquire, hold or trade interests adverse to PREPA or its affiliates. OMM's representations of those clients in unrelated matters shall not be deemed conflicts or influences on OMM within the meaning of this Agreement.-----

This conduct by one of OMM's partners, members, directors, executives, officers, associates, clerks or employees shall be attributed to OMM for purposes of this prohibition.-

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

OMM acknowledges the power of the Chief Executive of PREPA to oversee the enforcement of the prohibitions established herein. If the Chief Executive Officer of PREPA determines the existence or the emergence of adverse interest with OMM, he shall inform such findings in writing and his intentions to terminate the Agreement within a fifteen (15) day term. Within such term, OMM can request a meeting with the Chief Executive Officer of PREPA to present its arguments regarding the alleged conflict of interest. This meeting shall be granted in every case. If such meeting is not requested within the specified term, or if the controversy is not settled satisfactorily during the meeting, this Agreement shall be terminated at the end of said fifteen (15) day period.-----

OMM certifies that at the time of the execution of this Agreement, it does not have nor does it represent anyone who has adverse interests that are in conflict with PREPA. If such conflicting interests arise after the execution of this Agreement, OMM shall, to the extent consistent with its obligations to other clients, notify PREPA immediately. Notwithstanding

the foregoing, PREPA acknowledges that OMM has been engaged by AAFAF to represent it in connection with the PREPA restructuring and certain other matters related to AAFAF's restructuring mandate for Puerto Rico and its public corporations. PREPA further acknowledges that OMM represents the Commonwealth of Puerto Rico ("Puerto Rico"), the Puerto Rico Aqueduct and Sewer Authority ("PRASA") and the Puerto Rico Sales Tax Financing Corp. ("COFINA"). OMM recognizes that any and all obligations prescribed in this Article shall apply in regard to its representation of AAFAF, Puerto Rico, PRASA and COFINA. Also, OMM 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 on the matters for which OMM represents PREPA. If such Conflict of Interest arises after the execution of the Agreement, OMM shall notify PREPA immediately. -----

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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 OMM: Nancy M. Mitchell
Shareholder
Times Square Tower
7 Times Square
New York, NY 10036

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. The Party bringing the suit or action before a court not agreed to herein shall pay to the other party all the Professional Services costs of seeking dismissal including reasonable attorney's fees. Should any clause or conditions of this Agreement be declared null and void by a competent court of law, the remaining parts of this Agreement shall remain in full force and effect. -----

The Parties hereto will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement through negotiations between them in the normal course of business, before resorting to other remedies available to them pursuant to this



Agreement. For any dispute whatsoever, which has not been resolved through negotiation as set forth above, the parties may seek resolution of the matter utilizing any remedies available at law or in equity. -----

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 OMM's costs when providing the services, shall be OMM's responsibility and PREPA shall not be obligated to increase the Agreement Amount. -----

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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. -----

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 OMM a time extension for the compliance of any of its 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. [Intentionally Omitted]

Article 26. Insurance

OMM certifies that it maintains sufficient professional liability insurance to adequately provide for any liability that may arise from the services provided under this Agreement, except to the extent that the customary ceilings on and deductibles for such insurance for law firms similar to the OMM limit such coverage. Accordingly, OMM shall provide to PREPA a certificate of insurance for its professional liability insurance with limits of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) aggregate. ----

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

OMM 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, including but not limited to those mentioned in this Article. Also, the OMM shall provide, before the execution of the Agreement the following documents and certifications: -----

- A. Executive Order Num. OE-1991-24 of June 18, 1991 to require certification of compliance with the Internal Revenue Services of the Commonwealth of Puerto Rico: Pursuant to Executive Order Number OE-1991-24 of June 18, 1991, OMM will certify and guarantee that it has filed all the necessary and required income tax

returns to the Government of Puerto Rico for the last five (5) years. OMM further will certify that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. OMM shall provide, a certification issued by the Internal Revenue Services of the Commonwealth of Puerto Rico. During the term of this Agreement, OMM agrees to pay and/or to remain current with any repayment plan agreed to by OMM with the Government of Puerto Rico. -----

B. Executive Order No. OE-1992-52 of August 28, 1992 to require certification of compliance with the Department of Labor of the Commonwealth of Puerto Rico. Pursuant to Executive Order Number 1992-52, dated August 28, 1992 amending OE-1991-24, OMM will certify and warrant that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. OMM shall provide a Certification issued by Department of Labor of the Commonwealth of Puerto Rico. OMM accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every consultant and sub-contractor, if any previously approved by PREPA, whose service OMM has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PREPA as to its compliance with this requirement.-----

C. Government of Puerto Rico Municipal Tax Collection Center: OMM will certify and guarantee that it does not have any current debt with regards to property taxes that may

be registered with the Government of Puerto Rico's Municipal Tax Collection Center (known in Spanish as *Centro de Recaudación de Ingresos Municipales* ("CRIM")). OMM further will certify to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. OMM shall provide, a Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that OMM does not owe any tax accruing to such governmental agency. During the Term of this Agreement, OMM agrees to pay and/or to remain current with any repayment plan agreed to by OMM with the Government of Puerto Rico with regards to its property taxes.-----

OMM shall provide a Personal Property Tax Filing Certification, issued by the MRCC which indicates that OMM has filed its Personal Property Tax Return for the last five (5) contributory terms or Negative Debt certification issued by the MRCC with respect to real and property taxes and a sworn statement executed by OMM indicating that (i) its revenues are derived from the rendering of professional services, (ii) during the last five (5) years (or the time in which it has been providing professional services) it has had no taxable business or personal property on the 1st of January of each year, (iii) that for such reasons it has not been required to file personal property tax returns, as required under Article 6.03 of Act 83-1991, as amended, and (iv) that for such reason it does not have an electronic tax file in the MRCC's electronic system.-----

D. OMM shall furnish a Certification issued by the Treasury Department of Puerto Rico which indicates that OMM does not owe Puerto Rico Sales and Use taxes



to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan and is in full compliance with its terms.-----

E. OMM shall provide a Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that OMM has filed his Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods. -----

F. OMM shall provide a copy of OMM's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----

G. Puerto Rico Child Support Administration (*ASUME*): OMM shall present, a certification issued by *ASUME* certifying that OMM nor any of its owners, affiliates of subsidiaries, if applicable, have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with the Puerto Rico Child Support Administration. -----

H. [Intentionally Omitted]-----

I. OMM shall provide a Certification of Incorporation, or Certificate of Authorization to do business in Puerto Rico issued by the Department of State of Puerto Rico. -----

J. 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. -----

K. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., OMM 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.-----

L. 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 PREPA will retain twenty percent (20%) and twenty-nine percent (29%) respectively. PREPA will remit such withholdings to the Government of Puerto Rico's Treasury. OMM will request PREPA not to make such withholdings if, to the satisfaction of PREPA, OMM timely provides a release from such obligation by the Government of Puerto Rico's Treasury Department.

M. Compliance with Act No. 1 of Governmental Ethics: OMM 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.;-----

N. Law 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: OMM will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended, the same is current and in all aspects in compliance. Act 168-2000 "*Law for the Strengthening of the Family Support and Livelihood of Elderly People*". -----

O. 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. -----

P. 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 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: OMM acknowledges and accepts that it is knowledgeable

of the rules of ethics of his/her profession and assumes responsibility for his/her own actions. -----

If any of the previously required Certifications shows a debt, and OMM has requested a review or adjustment of this debt, OMM will certify that it has made such request at the time of the Agreement execution. If the requested review or adjustment is denied and such determination is final, OMM will provide, immediately, to PREPA a proof of payment of this

debt; otherwise, OMM 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

28.1 OMM 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. OMM 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. -----



28.2 OMM shall furnish a sworn statement to the effect that neither OMM 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 OMM 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.-----

28.3 OMM 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 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. -----

28.4 PREPA shall have the right to terminate the Agreement in the event OMM 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. -----

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Consequences of Non-Compliance: OMM 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 the PREPA to render this Agreement null and void, and OMM 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 No. 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 OMM 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, OMM 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. -----

Article 30. Non-Discrimination

OMM agrees that it will not discriminate against any employee or applicant for employment on account of race, color, gender, age, national or social origin, social status, political ideas or affiliation, religion, for being or perceived to be a victim of domestic violence, sexual aggression or harassment, regardless of marital status, sexual orientation, gender identity

or immigration status for physical or mental disability, for veteran status or genetic information. Further, OMM certifies that, in compliance with Act 61 of August 1, 2017, it has an equal pay policy in place and it has completed, or at least has started, self-audit if its compensation practices, and has achieved reasonable progress to eradicate any sex based salary disparities for comparable jobs -----

Article 31. Representations

Each of the Parties represents to the other that:-----

(a) it has the legal power and authority to enter into this Agreement and to perform its obligations hereunder, and neither the execution of this Agreement nor the performance of its obligations hereunder will violate any agreement or obligation from that party to others; and-----

(b) the officer or representative who has executed and delivered this Agreement on its behalf is authorized to do so. -----

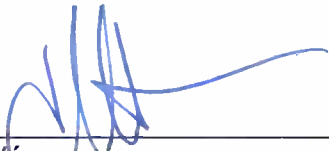
Article 32. Entire Agreement

The terms and conditions contained herein constitute the entire agreement between PREPA and OMM 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.-----

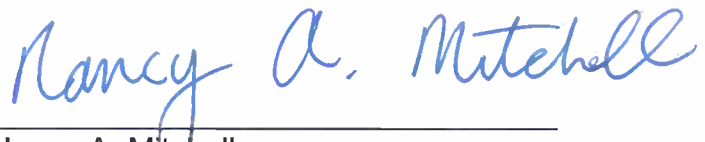
IN WITNESS WHEREOF, the Parties hereto sign this Agreement in San Juan, Puerto Rico this 1st day of July, 2019. -----

Puerto Rico Electric Power Authority

O'Melveny & Myers, LLP



José F. Ortiz Vázquez
Chief Executive Officer
Tax Id Number: 660-43-3747



Nancy A. Mitchell
Partner
Tax Id. Number: 95-1066597



APPENDIX A

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**Puerto Rico Electric Power Authority (PREPA)
2019 Rates**

APPENDIX A

Timekeeper	Title	Rate*
Rapisardi, John	Partner	\$1,190.00
Dellinger, Walter	Partner	\$1,190.00
Mitchell, Nancy	Partner	\$1,147.50
Uhland, Suzanne	Partner	\$1,115.50
Kohn, Jeffrey	Partner	\$1,105.00
Heiss, Howard	Partner	\$1,105.00
Blalack, K. Lee	Partner	\$1,105.00
Johnson, David	Partner	\$1,062.50
Plesnarski, Robert	Partner	\$1,062.50
Jacobsen, Wayne	Partner	\$1,062.50
Baxter, Thomas	Partner	\$1,062.50
Blashek, Robert	Partner	\$1,062.50
Hacker, Jonathan	Partner	\$1,041.25
Kassinger, Theodore	Partner	\$1,041.25
Geist, Andrew	Partner	\$1,041.25
Thorpe, Gregory	Partner	\$998.75
Motley, John-Paul	Partner	\$930.75
Friedman, Peter	Partner	\$914.75
Sushon, Bill	Partner	\$913.75
Cantor, Daniel	Partner	\$913.75
Laco, John	Partner	\$913.75
Diconza, Maria	Partner	\$892.50
Maltby, Jeremy	Partner	\$892.50
Rudzin, Abby	Partner	\$892.50
Svirsky, Gary	Partner	\$892.50
Moritz, Luc	Partner	\$892.50
Richards, Eric	Partner	\$892.50
Mckeen, Elizabeth	Partner	\$845.75
Pak, Sung	Partner	\$845.75
Shamah, Daniel	Partner	\$845.75
Anderson, Alexander	Partner	\$845.75
Raytis, Denise	Partner	\$845.75
Bednark, B. Andrew	Partner	\$845.75
Sibbitt, Eric	Partner	\$828.75
Zujkowski, Joseph	Partner	\$811.75
Metlitsky, Anton	Partner	\$807.50
Hawrylewicz, Jaroslaw	Partner	\$807.50
Taylor, Jennifer	Partner	\$803.25
Hoffner, Jeff	Partner	\$803.25
Argentieri, Nicole	Partner	\$782.00
Lee, Jeeho	Partner	\$782.00
Chanoine, Hannah	Partner	\$782.00
Chang, Winston	Of Counsel	\$807.50

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* Effective rate inclusive of 15% discount.

**Puerto Rico Electric Power Authority (PREPA)
2019 Rates**

APPENDIX A

Timekeeper	Title	Rate*
Perez, Diana M.	Counsel	\$811.75
Hinker, Matthew	Counsel	\$811.50
Elias, Brad	Counsel	\$769.25
Allen, Misty	Counsel	\$769.25
Roberts, Alexander	Counsel	\$760.75
Lotito, Michael	Counsel	\$752.25
Rimon, Laurel	Counsel	\$752.25
Hoplamazian, Garo	Counsel	\$752.25
Kremer, Matthew	Counsel	\$743.75
Daniels, Justine	Counsel	\$743.75
Smith, Valerie	Counsel	\$743.75
Deneve, Jorge	Counsel	\$743.75
Lu, Su Lian	Counsel	\$743.75
Hammack, Scott	Counsel	\$743.75
Westin, Cameron	Counsel	\$743.75
Pocha, Madhu	Counsel	\$739.50
Le, Jonathan	Counsel	\$739.50
Pavel, Ashley	Counsel	\$735.25
Sorkin, Andrew	Counsel	\$731.00
Alam, Mishima	Counsel	\$731.00
Abbott, Billy	Counsel	\$731.00
Holm, Richard	Counsel	\$722.50
Springer, Rachel	Counsel	\$722.50
Touzos, Stefanos	Counsel	\$722.50
Dubin, Yaira	Counsel	\$722.50
Harrigan, James	Counsel	\$701.25
Tiari, Logan	Counsel	\$701.25
Beiswenger, Jacob	Counsel	\$701.25
Dimijian, Harout	Counsel	\$680.00
Jimbo, Mcallister	Counsel	\$680.00
Innamorati, Daniel J.	Counsel	\$680.00
Covucci, Amber L.	Counsel	\$684.25
Drotar, Stephanie	Associate	\$684.25
Spina, Joseph	Associate	\$684.25
Neve, Brett	Associate	\$684.25
Sax-Bolder, Amalia	Associate	\$684.25
Harper, Brandon	Associate	\$684.25
Wagner, Lauren M.	Associate	\$654.50
Sprangers, John	Associate	\$650.25
Snyder, Scott	Associate	\$650.25
Ahn, Nicholas	Associate	\$650.25
Berg, Brad	Associate	\$650.25
Rosso, Tom	Associate	\$612.00

**Puerto Rico Electric Power Authority (PREPA)
2019 Rates**

APPENDIX A

Timekeeper	Title	Rate*
Gorin, Brittany	Associate	\$612.00
Miller, Samantha	Associate	\$590.75
Rangel, Antoinette	Associate	\$590.75
Roth, Joseph L.	Associate	\$544.00
Mcdowell, Ephraim	Associate	\$544.00
Hargis, Victoria	Associate	\$544.00
Cruz, Amber	Associate	\$544.00
Blumberg, Irene	Associate	\$514.25
Indelicato, Samantha	Associate	\$514.25
Yang, Roger	Associate	\$480.25
Altimari-Brown, Cathrina	Associate	\$480.25
Wysocki, Trevor	Associate	\$433.50
Kamran, Mariam	Associate	\$433.50
Holtzman, Alison	Associate	\$433.50
Towns, Dylan	Associate	\$403.75
Chavez, Chloe	Associate	\$403.75
Ortega, Lorena	Staff Attorney	\$340.00
Boland, Patrick	Staff Attorney	\$335.75
Nguyen Nazarian, Nuviet	Staff Attorney	\$314.50
Stewart, Maria	Staff Attorney	\$314.50
Reyna, Tracey	Staff Attorney	\$314.50
Watts, Dasse	Staff Attorney	\$289.00
Amankwa, Aaron	Staff Attorney	\$289.00
Bautista, Brett	Staff Attorney	\$246.50
Loeppert, Melisande	Staff Attorney	\$233.75
Nadler, Andrew	Paralegal	\$331.50
Neglia, Ross	Paralegal	\$331.50
Grotenrath, Kimberly	Paralegal	\$318.75
Segal, Steven	Paralegal	\$318.75
Burke, Maureen	Paralegal	\$318.75
Braman, Regina	Paralegal	\$318.75
Talab, Lynn	Paralegal	\$318.75
Irby, Lashun	Paralegal	\$259.25
Fregil, Belinda	Paralegal	\$259.25
Dalog, John	Paralegal	\$212.50
Charpie, Timothee	Paralegal	\$212.50
Ely, R.	Project Assistant	\$199.75
Azak, Melisa	Project Assistant	\$199.75
Arkin, Brian	Project Assistant	\$136.00
Schweon, Daniel	Project Assistant	\$136.00
Riggione, Francesca	Project Assistant	\$136.00
Santillana, Jillisia	Project Assistant	\$110.50

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* Effective rate inclusive of 15% discount.

**Puerto Rico Electric Power Authority (PREPA)
2019 Rates**

APPENDIX A

Timekeeper	Title	Rate*
Vialet, Jose	Litigation Support	\$297.50
Thomas, Kevin	Litigation Support	\$276.25
Rasmussen, Matt	Litigation Support	\$276.25
Guyer, Nicole	Litigation Support	\$276.25
Newcombe, Robert	Litigation Support	\$259.25
Montalvo, Jason M.	Litigation Support	\$259.25
Espinoza, Jon	Litigation Support	\$233.75
Wong, Philip	Litigation Support	\$221.00
Tholen, Daniel	Litigation Support	\$212.50
Shannon, John	Litigation Support	\$212.50
Navarro, Victor	Litigation Support	\$212.50
Garnette, Liz	Litigation Support	\$212.50
Ryu, Wendy	Contract Attorney	\$80.00
Bencomo, Gabriel	Contract Attorney	\$70.00
Brown, Jack	Contract Attorney	\$70.00
Marquez, Ruben	Contract Attorney	\$70.00
Gonzalez, Humberto	Contract Attorney	\$70.00
Casillas, Miguel	Contract Attorney	\$70.00
Orte, Maro	Contract Attorney	\$70.00
Torchon, Fabiola	Contract Attorney	\$70.00
Agnew, Sheila	Contract Attorney	\$70.00
Trejo, Jose	Contract Attorney	\$70.00
Ndukwe, Joshua	Contract Attorney	\$70.00
Crandall, Jeffrey	Contract Attorney	\$70.00
Broome, Henry "Buddy"	Contract Attorney	\$70.00
García, Adalila	Contract Attorney	\$70.00
Marti, Jacklyne	Contract Attorney	\$70.00
Yeh, Luciane	Contract Attorney	\$70.00
Araujo, Monstserratt	Contract Attorney	\$70.00
Boisvert, Ian	Contract Attorney	\$70.00
Waranowicz, Janine	Contract Attorney	\$70.00
Blanco, Matt	Contract Attorney	\$50.00
Siegert, Jennifer	Contract Attorney	\$50.00
Bennett, Gina	Contract Attorney	\$50.00
Fofana, Fatima	Contract Attorney	\$50.00
Afoh-Manin, Jb	Contract Attorney	\$50.00
Koopersmith, Samantha	Contract Attorney	\$50.00
Owens, Brittany	Contract Attorney	\$50.00

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* Effective rate inclusive of 15% discount.