

COMMONWEALTH OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2020-P00087 A

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority (PREPA), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended (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: Fusionworks, Inc. (Consultant), a corporation organized and existing under the laws of Puerto Rico, represented in this act by its Treasurer, Leslie Luciano Dávila, of legal age, married, and resident of San Juan, Puerto Rico, authorized by virtue of Corporate Resolution dated June 15, 2020. \_\_\_\_\_

Both PREPA and Consultant are herein individually referred to as a "Party" and collectively referred to as the "Parties". \_\_\_\_\_

RECITALS

WHEREAS: PREPA, by virtue of Act 83, has the authority to engage those professional, technical and consulting services necessary and convenient for its activities, programs, and operations. \_\_\_\_\_

WHEREAS: The appearing Parties executed Professional Services Contract 2020-P00087 (Contract) on March 11, 2020, to provide PREPA financial advisory


services. The Contract had a maximum amount of one hundred ten thousand four hundred sixty-one dollars (\$110,461) (Contract Amount) through June 30, 2020. -----

WHEREAS: At present the Consultant is supporting PREPA in the assessment, development, and preparation of financial and operational reports to meet the requirements of the Fiscal Plan approved by the Financial Oversight and Management Board for Puerto Rico (Financial Oversight and Management Board). Is essential for PREPA to received uninterruptedly these services because they are critical in the implementation of PREPA's Certified Fiscal Plan for Fiscal Year 2020-2021 and the analysis of Necessary Maintenance Expenditures projections, among other important tasks related to the Financial Oversight and Management Board's requirements. -----

WHEREAS: For the abovementioned situation the Project Management Office (PMO), requested a time extension for the Contract, from July 1, 2020 to December 31, 2020, with an increase in the Contract Amount of one hundred eighty-six thousand nine hundred and sixty-six dollars and fifty cents (\$186,966.50) for Fiscal Year 2020-2021. -----

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

#### TERMS AND CONDITIONS

 FIRST: The Parties agree to amend Article 4. Contract Term, to extend its term from July 1, 2020 to December 31, 2020. The remaining language of Article 4, as amended, shall remain unaltered and fully enforceable. -----

SECOND: The Parties agree to amend Article 6 Payment, to increase the Contract Amount by one hundred eighty-six thousand nine hundred and sixty-six dollars and fifty

cents (\$186,966.50) for Fiscal Year 2020-2021. The Parties recognize that the total Contract Amount will be two hundred ninety-seven thousand four hundred and twenty-seven and fifty cents (\$297,427.50). The remaining language of Article 6, as amended, shall remain unaltered and fully enforceable. -----

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

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

A. Consultant shall provide, at the execution date of this First Amendment, the following documents: -----

1. Certificate issued by the Treasury Department of Puerto Rico which indicates that Consultant does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. -----
2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Consultant has filed his Income Tax Return for the last five (5) tax years. -----
3. Certificate issued by the Municipal Revenues Collection Center (MRCC), demonstrating that Consultant does not owe any tax. -----
4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Consultant has filed the Personal Property Tax Return to such governmental


agency. -----

5. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Consultant has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
6. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Consultant has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (social security for chauffeurs), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
7. Certificate issued by the Puerto Rico Child Support Administration (ASUME) assuring that Consultant is in compliance with the collection of child support payments. -----
8. A copy of the Merchant Registration Certificate. -----
9. Puerto Rico Sales and Use Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Consultant is in compliance with it. -----
10. Good Standing Certificate issued by the State Department of Puerto Rico. -----



Consequences of Non-Compliance

Consultant expressly agrees that the conditions outlined throughout this Section A are essential requirements of the Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render the Contract null and void. If any of the certifications listed in this Section A shows a debt, and Consultant has requested a review or adjustment of this debt, Consultant hereby certifies that it has made such request at the time of the Amendment execution. If the requested review or adjustment is denied and such determination is final, Consultant will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Consultant accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. Consultant accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each subcontractor, if any approved by PREPA, whose service Consultant has secured in connection with the Services to be rendered under the Contract and shall send evidence to PREPA to demonstrate its compliance with this requirement. -----

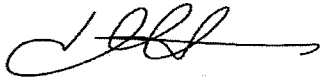
 FOURTH: Consultant understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications are submitted to PREPA.

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

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

Puerto Rico Electric Power Authority

Fusionworks



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José F. Ortiz Vázquez  
Chief Executive Officer

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Leslie Luciano Davila  
Treasurer / Director